

DELHI INTERNATIONAL AIRPORT LIMITED

**New Udaan Bhawan, Opp. Terminal 3, Indira Gandhi International Airport,
New Delhi-110 037**



REQUEST FOR PROPOSAL

FOR

**DESIGNING, FINANCING, DEVELOPING, CONSTRUCTING AND OPERATING
VEHICLE REPAIR AND MAINTENANCE CENTRE (VRMC) AND PROVIDING
SERVICES**

(“VMRC PROJECT”)

AT

INDIRA GANDHI INTERNATIONAL AIRPORT, DELHI

(“AIRPORT”)

OCTOBER 25, 2020

RFP Reference No: VMRC RFP

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DISCLAIMER

- I. The information contained in this Request for Proposal (“RFP”) is being provided for the limited purposes of (i) enabling the Bidder(s) (*hereinafter defined*) to prepare and submit a Proposal (*hereinafter defined*) (ii) selecting a Selected Bidder (*hereinafter defined*) which shall incorporate a special purpose vehicle (“SPV”) to design, finance, construct, and operate the Vehicle Maintenance and Repair Centre (“VMRC”) (*hereinafter defined*) at the Location (*hereinafter defined*).
- II. This RFP outlines DIAL’s expectations in relation to the Proposal to be submitted by the Bidder(s). No legal or other obligation shall arise in DIAL’s name on the basis of this RFP.
- III. This RFP is being made available by DIAL to the Bidders on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any Applicable Laws or for any purpose other than as specified in this RFP is expressly prohibited. Bidders shall inform themselves concerning, and shall observe any applicable legal and regulatory requirements. This RFP is issued upon an express understanding and agreement that the Bidders shall use it only for the purpose of preparing and submitting their Proposal and for no other purpose.
- IV. Before submitting the Proposal pursuant to this RFP, the Bidders shall conduct a careful examination and an independent evaluation of the VMRC Project (*defined hereunder*) and the Location at its own costs to determine the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by while undertaking the VMRC Project and the laws, rules, regulations, directions, guidelines etc. as may be applicable in order to implement the Concession (*defined hereunder*). In this regard, the Bidders are requested to study and exercise due diligence on their part, before submitting their Proposal.
- V. This RFP does not purport to contain all the information that the Bidders, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the Proposal. This RFP is a summary of available information and no reliance shall be placed on 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 arising out of or in respect of the issue of this RFP, and/or the Bid Process (*hereinafter defined*), and/or the accuracy, adequacy or completeness of the contents hereof, and/or any related information/statement thereof, nor shall it be assumed that such information or statements shall remain unchanged.
- VI. The information in this RFP does not purport to be comprehensive. Any and all information provided by DIAL to the Bidder(s) in this RFP is indicative and has been provided for reference only and DIAL does not affirm or confirm for the accuracy or correctness of such information and data. It is the responsibility of the Bidders to verify such information/data and are advised to undertake independent studies and exercise

due diligence before relying on the data, projections and other details contained in this RFP or as may be provided by DIAL during the Bid Process and before submitting their respective Proposal in response to this RFP.

- VII. Nothing in this RFP shall be construed as an assurance, representation as to the award of the Concession or otherwise or guarantee of any amount of business or prospect of business, legal, financial or tax advice or 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.
- VIII. The issue of this RFP does not imply that the DIAL is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the VMRC Project, and DIAL reserves the right to reject all or any of the Proposal without assigning any reasons whatsoever.
- IX. DIAL reserves the right to update, amend or supplement this RFP and/or any information contained herein at any time, change the basis of or the procedures (including the Bid Process Schedule) relating to the selection process, reject any, or all, of the Proposal, not to invite Bidders to proceed further, not to furnish the Bidders with any additional information nor otherwise to negotiate with the Bidders in respect of the Concession. The Bidders shall not have the opportunity to revise their Proposal following submission, except as provided in this RFP.
- X. This RFP is confidential and personal to each Bidder. Bidders shall note that they are bound by the terms of the Letter of Undertaking and Confidentiality Undertaking (as defined below), which, *inter alia*, prohibits disclosure of any information as therein defined to any person or body corporate except as permitted by such Letter of Undertaking and/or Confidentiality Undertaking. Bidders shall promptly return this RFP to DIAL upon request or as specified in this RFP. Any failure to furnish or comply with the terms of the Letter of Undertaking shall entitle DIAL to disqualify the relevant Bidders forthwith.
- XI. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract. Any reference to this RFP in any such contract or any correspondence between DIAL and the Bidder shall not be construed as this RFP forming part of such contract.
- XII. Each Bidder's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this RFP. By acceptance of this RFP, the Bidders agree that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof exchanged with the Bidders.
- XIII. DIAL may conduct the Bid Process either by itself, or through or with the assistance of one or more advisors and agencies. The Bidder(s) acknowledges, agrees and consents that DIAL may share the Proposal(s) and all other information as may be submitted during the Bid Process and thereafter, with any of its advisors and agents. It is clarified that evaluation and selection of the Selected Bidder 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.

- XIV. The Bidders (or its advisers or consultants) are prohibited from any form of collusion or arrangement by a Bidder in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidders towards any officer/employee of DIAL or to any other person in a position to influence the decision of DIAL for showing any favour in relation to this RFP or any other contract, shall render the Bidder(s) to such liability/ penalty as DIAL may deem proper, including but not limited to rejection of the Proposal of the Bidder(s).
- XV. No extension of time shall be granted under any circumstances to any particular Bidder for submission of its Proposal including, but not limited to, on the grounds that the Bidder did not obtain a complete set of the RFP, or on any other ground(s), except as provided in this RFP.
- XVI. No person other than Mr. Shitij Mittal – Manager, Commercial Aero is authorized to give any information or to make any representation not contained in this RFP and, if given or made, any such information or representation shall not be relied upon unless as having been so authorized.
- XVII. Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute in relation to the RFP, Bid Process or any other aspect in relation thereto.
- XVIII. This RFP and all the entities participating in the Bid Process shall be governed by the laws of India, without having regard to the principles of conflict of laws.
- XIX. Each Bidder shall also submit the Confidentiality Undertaking in the format annexed to this RFP as Form G (Section III) along with its Proposal. Any failure to comply with the terms of the Confidentiality Undertaking or this clause shall entitle DIAL to disqualify the relevant Bidder(s) and seek other remedies in accordance with the Applicable Law.

Capitalized terms used but not defined in this Disclaimer shall have the meaning ascribed to them in the Definitions and Interpretations of this RFP.

SECTION I

INSTRUCTIONS TO BIDDERS

CLAUSE I

INTRODUCTION AND BACKGROUND

- 1.1. AAI (*defined hereinafter*) and DIAL have entered into and executed the OMDA (*defined hereinafter*), pursuant to which AAI has granted to DIAL, the exclusive right and authority, during the term of the OMDA (including any renewal thereof), to operate, maintain, develop, design, construct, modernize, finance and manage the Airport (*defined hereinafter*).
- 1.2. DIAL is committed in establishing and maintaining the Airport as one of the leading airport of international repute in terms of, *inter-alia*, quality and efficiency and set a benchmark for commercial development.
- 1.3. As one of the initiatives, DIAL has decided to undertake VMRC Project at the Location (*as defined below*), primarily to cater to the demand of the Users (*as defined below*). In order to augment the same, DIAL has decided to conduct the competitive bidding process for selecting a Selected Bidder who will be responsible for undertaking the Concession (*as defined below*), in the manner as provided in the RFP and Concession Agreement, which will help DIAL in the implementation of the VMRC Project.
- 1.4. DIAL intends to qualify and short-list Bidder who meet the Basic Eligibility Criteria, Technical Eligibility Criteria and Financial Eligibility Criteria as specified in this RFP (the “**Selected Bidders**”). The Selected Bidder shall incorporate a SPV under the Companies Act, 2013 (the “**Concessionaire**”). The Concessionaire shall be responsible for undertaking the Concession (*as defined below*) in accordance with the Concession Agreement (*as defined below*) which is to be entered into between the Concessionaire and DIAL in the form provided as part of the Bidding Documents pursuant hereto.
- 1.5. This RFP sets out the requirements that must be satisfied by the Bidders in order to participate in this Bid Process. The Bidders are advised to review this RFP and the Concession Agreement in its entirety for a better understanding of their requirements, responsibilities and liabilities in order to participate in the Bid Process and submit a responsive Proposal upon independent verification of the contents of this RFP and the VMRC Project without any obligation upon DIAL in whatsoever manner or nature.
- 1.6. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of Services (*defined hereunder*) and obligations of the Concessionaire set forth in the Concession Agreement or the DIAL’s rights to amend, alter, change, supplement or clarify the scope of the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DIAL.

- 1.7. Subject to and in accordance with the terms contained herein, DIAL invites the Bidders to submit their respective Proposal, for identification of the Selected Bidder for the grant of Concession, subject to the terms and conditions set out in the Concession Agreement.
- 1.8. The Bidders are advised to review this RFP in its entirety for a better understanding of their requirements, responsibilities and liabilities in order to participate in the Bid Process and submit a responsive Proposal.

CLAUSE 2

DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this RFP, the following expressions shall have the meaning stated herein:

“**AAI**” shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994.

“**Addendum**” shall mean any written amendment to this RFP, from time to time issued by DIAL.

“**Additional Document(s)**” shall mean the document(s) as enumerated in **Section II, Schedule IV** [*List of Additional Documents*] of this RFP to be submitted by the Bidder in addition to the Financial and Technical Proposal;

Affiliate” with respect to an Entity means any person which, directly or indirectly, (a) Controls such Entity, (b) is Controlled by such Entity, or (c) is Controlled by the same person who, directly or indirectly, Controls such Entity.

“**Airport**” shall mean the Indira Gandhi International Airport (IGIA) at New Delhi and includes all the land, buildings, equipment, facilities and systems at the Airport Site.

“**Airport Site**” shall have the meaning as ascribed to the term in OMDA.

“**Applicable Laws**” shall mean all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments or decrees passed by any court of India or other requirements or official directive(s) of any governmental authority or person acting under the authority of any governmental authority, and / or of any statutory authority including the Municipal Corporation of Delhi, the Delhi Development Authority, Delhi Cantonment Board and other municipal, or local authorities, Bureau of Civil Aviation (BCAS), Ministry of Civil Aviation (MoCA), Director of General Civil Authority (DGCA), Central Industrial Security Force (CISF) or of any Governmental Authorities, AAI, by-laws, rules, orders, protocols, codes, guidelines, policies, notices, directions as issued by DIAL, OMDA, whether in effect on the date of this RFP or thereafter.

“**Approvals**” shall mean all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of the Concession Agreement, and all other approvals as may be required to execute, give effect to, and perform the Concession Agreement including but not limited to the approvals from Airport authorities and the approvals and consents required under OMDA and approvals and consents required from DIAL and/or or any other authority pursuant to this RFP or the Concession Agreement,

including any third party approvals as may be required by the Concessionaire for the purpose of undertaking the Concession .

“**Basic Development Requirements**” shall mean the requirements as set out in **Section II, Schedule III** [*Basic Development Requirements*].

“**Basic Eligibility Criteria**” shall refer to the details as per Clause 4.2 of this RFP.

“**Bidder(s)**” shall mean an Entity who submits an unconditional, final, valid and binding Proposal in accordance with the terms and conditions of this RFP.

“**Bid Close Date**” shall be as specified in Clause 4.1 of this RFP.

“**Bid Process**” shall mean the process as detailed in Clause 9 of this RFP.

“**Bid Process Schedule**” shall mean the schedule set forth in Clause 4.1 of this RFP.

“**Bid Security**” shall mean the bid security for an amount of Rs. 1,00,000/- (Rupees One Lakh Only) to be furnished by the Bidder in the form of a bank guarantee as per the definitive format annexed here with **Section III, Form E** [*Bid Security- Bank Guarantee Format*] of this RFP.

“**Commercial Operation Date**” shall mean the date as provided in Clause 10.5 below.

“Common Area Charges” or “CAC” shall mean the charges payable by the Concessionaire for the purposes of provisioning of electricity in the common area and the charges towards, maintenance and provision of housekeeping, cleanliness, repair and solid waste management services, etc. in the common area.

“**Completion Certificate**” shall mean the certificate issued by DIAL, upon achievement of all Completion Parameters as detailed out in the Concession Agreement

“**Completion Parameters**” shall have the meaning as ascribed to it in the Concession Agreement.

“**Conceptual Development Plan**” shall mean the proposed layout(s), for the design, construction, development, operations, management and maintenance of the VMRC submitted by the Bidder, as part of its Proposal, subject to the Basic Development Requirements and on the terms and conditions as provided in this RFP.

“**Concessionaire**” shall mean the special purpose vehicle (SPV) incorporated under the provisions of Companies Act, 2013 by the Selected Bidder in accordance with the provisions of the RFP for the sole purpose of implementing the Concession pursuant to the execution of the Concession Agreement.

“**Concession**” shall mean the authority to (i) design, finance, develop, construct and set-up the VMRC; (ii) to operate maintain and manage the VRMC based on the terms of the Concession Agreement; and (iii) to provide Services during the Concession Period as per the Concession Agreement.

“**Concession Agreement**” or “**Agreement**” shall mean the definitive agreement attached herewith as the **Definitive Format I, Section IV** to this RFP which shall be entered into between DIAL and Concessionaire in relation to the grant of Concession and the obligations to be performed by Concessionaire in the form and manner as set out in the **Definitive Format I** to this RFP.

“**Concession Period**” shall mean the term of the Concession, which shall be for the period of 5 (five) years commencing from the Effective Date, unless terminated earlier in accordance with the terms and conditions of Concession Agreement.

“**Confidentiality Undertaking**” shall mean the confidentiality undertaking to be submitted by the Bidders at the time of procuring this RFP, as provided in FORM G, Section III.

“**Consortium**” shall mean the group of Entities acting as a consortium and represented by the Lead Member.

“**Control**” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner, or the ownership of 51% (fifty one percent) or more of the legal and beneficial interest; and "Controlling" and "Controlled by" shall be construed accordingly.

“**Corrupt Practice**” shall mean the offering, giving, soliciting or receiving, directly or indirectly, anything of value to influence improperly one’s own actions or the actions of another Person and shall include, but not be limited to, all offences covered under the Prevention of Corruption Act, 1988.

“**Day**” or “**day**” shall mean a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“**Definitive Formats**” shall mean the definitive formats attached to this RFP in Section IV.

“**DIAL**” shall mean Delhi International Airport Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at New Udaan Bhawan, Opposite Terminal 3, IGI Airport, New Delhi 110 037, India.

“**Effective Date**” shall mean the date of execution of the Concession Agreement.

“**Eligibility Criteria**” shall be as specified in Clause 6 of this RFP.

“Entity” shall mean an entity competent to enter into contract under the Indian Contract Act, 1872 and incorporated under the provisions of Applicable Law, including the Companies Act, 1956 / Companies Act, 2013.

“Evaluation Criteria” shall have the meaning as ascribed to it under Clause 4.2 of this RFP.

“Financial Eligibility Criteria” shall mean the financial eligibility criteria as mentioned in **Section II Schedule I Part B** of this RFP.

“Financial Proposal” shall mean the unconditional, final and binding financial proposal, which shall be submitted by the Bidder as a part of the Proposal in accordance with the provisions of this RFP, in the form provided in **Section III Form C** [*Format of Financial Proposal*] of this RFP.

“Forms” shall mean the forms attached to this RFP in Section III.

“Fraudulent Practice” shall mean an act of commission or omission including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a Party, so as to obtain a financial or other benefit for oneself or for any other Person or to avoid an obligation or loss.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, efficiency, reliability and prudence and those practices, methods, specifications and standards of equipment, safety, services and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced international operator/ contractor engaged in designing, construction, operation and maintenance of a project similar to the VMRC.

“GoI” shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of Government of India.

“GoNCTD” shall mean the Government of National Capital Territory and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of Government of National Capital Territory, including but not limited to Delhi Development Authority, Delhi Cantonment Board, Municipal Corporation of Delhi, etc.

“Government Authority(ies)” shall mean any Government Authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the Concession Agreement, including the GoI or GoNCTD or any other regulatory authority appointed by the GoI or GoNCTD having jurisdiction in relation to the subject matter of this RFP and the Concession Agreement under Applicable Law.

“Gross Revenue” shall mean all and any revenue and amount generated, earned /or accrued to the Concessionaire, directly or indirectly in relation to the Concession. Notwithstanding the generality of the above, Gross Revenue shall include, but not be limited to (i) all amount generated, earned and/or accrued from the activities as per the Concession; (ii) any other consideration or benefit of any kind received by the Concessionaire; (iii) any income generated, earned and/or accrued from all investments; (iv) any interest, dividend, royalty accruing to or received by the Concessionaire; (v) any proceeds under an insurance or from a third party received by the Concessionaire against indemnification for loss of revenue, business, profit, goodwill; (vi) any revenue billed but not accrued, any revenue accrued but not billed and any revenue billed but not received by the Concessionaire.

The following shall be deducted for the computation of the Gross Revenue:

- i. any and all applicable tax(es) to the extent as included in (i) to (vi) above payable by the Concessionaire with respect to the activities under the Concession Agreement;
- ii. monies referred to in exclusion above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the Government Authority promptly and diligently and any fine, penalty or other amounts of similar nature that may accrue/payable as a result of non-payment or delayed payment of such monies under the Applicable Laws, will not be excluded;

Provided further that in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Gross Revenue, the decision of DIAL, at its sole discretion, shall be final.

“Initial Development Plan” shall mean the design(s), drawing(s), layout(s), plan(s), approach and methodology for undertaking the VMRC Project, to be submitted by the Selected Bidder/Concessionaire within 15 (fifteen) days from the Effective Date, in conformity to the Basic Development Requirements and on the terms and conditions as provided in this RFP.

“Lead Member” shall mean such member of the Consortium who satisfies the Financial Eligibility Criteria and who shall hold and continue to hold a minimum shareholding as prescribed under Clause 5.3 of this RFP, directly through itself or its Affiliates, throughout the Concession Period, in accordance with the terms of the RFP and the Concession Agreement.

“Letter of Intent to Award” shall mean the written notice issued by DIAL to the Selected Bidder intimating the in-principle acceptance of Selected Bidder’s Proposal for the award of Concession subject to the fulfillment of conditions of award and such other conditions as set out in this RFP and/or as may be prescribed by DIAL.

“Letter of Undertaking” shall mean the letter of undertaking in the form as set out in **Section III Form F**.

“**Licensee Fee**” shall have the meaning as ascribed to it in the Concession Agreement.

“**Location**” shall mean land admeasuring **approximately** 600 sqm, as earmarked in the location map and as detailed in of this Concession Agreement.

“**Lock In Period**” shall mean a period of 2 (two) years from the Effective Date, during which the Concessionaire will not be entitled to terminate the Concession Agreement.

“**Month**” shall mean a Gregorian calendar month.

“**Net worth**” shall mean the aggregate value of the subscribed and paid-up equity share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, the aggregate value of goodwill, brand and any other intangible asset, 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.

In case of LLPs or partnerships, Net worth shall mean the paid-up capital of such entity plus its reserves excluding revaluation reserves less, accumulated losses, intangible assets, and miscellaneous expenditure not written off.

“**Other Member**” shall mean the member of the Consortium other than the Lead and the Technical Member.

“**OMDA**” shall mean the Operation, Management and Development Agreement dated April 4, 2006 signed between AAI and DIAL as may be amended from time to time.

“**Proposal**” shall mean an unconditional, valid, final and binding offer comprising of Additional Documents, Technical Proposal, Financial Proposal, Bid Security and other documents as required under this RFP, submitted by the Bidder in response to and on the terms and conditions of this RFP.

“**Proposal Validity Period**” shall have meaning as provided in Clause 4.1 (the Bid Process Schedule) of this RFP.

“**Revenue Share Amount**” shall mean the absolute amount computed by applying the Revenue Share Percentage to the Gross Revenue that shall be payable by the Concessionaire to DIAL in accordance with the terms of the Concession Agreement.

“**Revenue Share Percentage**” shall mean such percentage quoted by the Selected Bidder in its Financial Proposal.

“**Service Standard**” shall mean the minimum service standards, requirements and/or parameters required to be achieved and maintained by the Concessionaire during the Concession Period in connection with the provision of the Services as may be intimated

from time to time by DIAL to the Concessionaire including those set out in the Concession Agreement.

“**Schedules**” shall mean the schedules attached to this RFP in Section II.

“**Security Deposit**” shall mean the interest free and refundable security deposit to be deposited by the Concessionaire in accordance with the terms of the Concession Agreement.

“**Selected Bidder**” shall mean the Bidder who is qualified and short-listed after meeting the Basic Eligibility Criteria, Technical Eligibility Criteria and Financial Eligibility Criteria and is selected by DIAL in terms of this RFP (*Bid Process*).

“**Services**” shall mean and include the services to be provided by the Concessionaire as more particularly mentioned in the **Section II Schedule V**, in accordance with the terms of the Concession Agreement.

“**Technical Member**” shall mean such member of the Consortium, in the context of the Bidder being a Consortium, who satisfies the Technical Eligibility Criteria directly through itself or its Affiliates and who shall hold and continue to hold a minimum shareholding as specified in Clause 5.3, throughout the Concession Period, in accordance with the terms of the RFP and the Concession Agreement.

“**Technical Eligibility Criteria**” shall mean the technical eligibility criteria as mentioned in Section II, Schedule I Part B of this RFP.

“**Technical Proposal**” shall mean the unconditional, final and binding technical proposal, which shall be submitted by the Bidder as part of the Proposal in accordance with this RFP, in the form provided in Section III **Form B** [*Format of Technical Proposal*] of the RFP hereto.

“**Users**” shall include ground handling service providers, cargo operators, general aviation service providers, airlines, freight forwarders, etc. in accordance with the terms of the Concession Agreement.

“**Vehicle Maintenance and Repair Centre**”/ “**VMRC**” shall mean the facility developed to maintain and repair of 2 wheelers and 4 wheelers of Users.

“**VMRC Project**” shall mean designing, financing, developing, constructing, and operating the VMRC and provision of Services by Concessionaire/Selected Bidder.

“**Year**”/ “**Financial Year**”/ “**FY**” shall mean a period of twelve consecutive months commencing from the first day of April of any year. Provided that the first Year shall mean the period commencing from the Effective Date and ending on the immediately succeeding 31st (thirty first) day of the month of March. Further provided that if the Concession Agreement terminates prior to the end of a Year, the period from the

commencement of that Year till the date of termination of the Agreement shall be construed as a Year.

2.2 Interpretations

- (a) Reference to Clauses, Sections, Schedules or Annexures is a reference to Clauses, Sections, Schedules and Annexures of this RFP and Concession Agreement.
- (b) For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- (c) Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or supplemented or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- (d) The Schedule(s) and Annexure(s) of this RFP and Concession Agreement shall form an integral part of the RFP and shall be read along with the RFP.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this RFP.
- (f) The word 'include' and 'such as' wherever used shall be construed to be without limitation(s).

CLAUSE 3

BASIC DETAILS OF THE VMRC PROJECT

- 3.1** This RFP sets out the requirements that must be satisfied by the Bidder, to the satisfaction of DIAL, in order to participate in the Bid Process for selection of the Selected Bidder to whom the Letter of Intent to Award shall be issued towards the grant of Concession by DIAL.
- 3.2** DIAL reserves the right to modify any terms and conditions set out in this RFP from time to time, as deemed necessary by it, including but not limited to canceling/withdrawing this RFP.
- 3.3** Subject to and in accordance with the terms contained herein, DIAL invites the Bidders to submit their respective Proposal, for identification of the Selected Bidder for the grant of Concession, subject to the terms and conditions set out in the Concession Agreement.
- 3.4** The Bidders are advised to review this RFP in its entirety for a better understanding of their requirements, responsibilities and liabilities in order to participate in the Bid Process and submit a responsive Proposal.

3.5 Scope of the Concession

DIAL has identified the Location for Vehicle Maintenance & Repair Centre (VMRC) at the Airport for the purposes of designing, financing, developing, constructing, and operating the VMRC. The VMRC Project shall be undertaken in line with Good Industry Practice for catering the needs of the Users.

In this regard, DIAL issues this RFP for the purpose of identifying a Selected Bidder who shall undertake the Concession on non-exclusive basis during the Concession Period and sign the Concession Agreement. The Concessionaire shall design and develop the above facilities in the VMRC in accordance to the Initial Development Plan, Conceptual Development Plan and Basic Development Requirements. Basic Development Requirement is stipulated in Section II Schedule III and Conceptual Plans is to be submitted by the Bidders as a part of their Proposal.

The Concession for the VMRC Project shall mean and include the project undertaken at the Location by the Concessionaire to:

- (a) design, finance, develop, construct and set-up the VRMC;
- (b) to operate, manage and maintain the VRMC;
- (c) to provide Services.

The Concessionaire shall be responsible for the provision and development of all the utilities like power supply, water supply, MEP systems, IT systems required within the VMRC and its connections to the nearby tapping points available in the vicinity of the Location to be identified by DIAL.

3.6 Quality Standards/ Service Standards

The VMRC shall be one of the most important facilities at the Airport. The Services provided from the VMRC will be essential to the Users who operate at the Airport. Failure to manage the VMRC in accordance with internationally accepted Good Industry Practice and Service Standards will seriously impact the operations of DIAL. It is therefore, essential that the Concessionaire undertakes the Concession with highest standards of efficiency, quality and safety and in conformity with the Applicable Law throughout the Concession Period. The quality standards of the Concession sought to be undertaken by the Concessionaire, including regular upgrades to be carried out during the Concession Period, will primarily be governed by the Service Standards as provided in the Concession Agreement.

3.7 Location for VMRC

The Location for the VMRC is near Hanuman Temple and is earmarked in the Concession Agreement. The Location shall be used by the Concessionaire for undertaking the Concession in accordance with the terms and conditions set forth therein the Concession Agreement.

The Concession Agreement may be referred for more details on area and layout of the Location.

3.8 Consideration to DIAL

a. Concession Fee

The Concessionaire(s) shall pay to DIAL, the Revenue Share Amount as per the terms of the Concession Agreement. The aforesaid amounts are exclusive of taxes.

b. Utilities Charges

DIAL or its approved service provider reserve the right to levy Utilities Charges (*as defined in the Concession Agreement*) from the Concessionaire(s) for usage of any utilities at the Airport.

c. License Fee

The Concessionaire shall pay to DIAL the License Fee as per the terms and conditions stipulated under the Concession Agreement. For the FY 20-21, the License Fee shall be paid by the Concessionaire @ Rs. 9100 per sqm annually (Rupees Nine Thousand One Hundred only) This License Fee shall be escalated at the rate of 7.5 % every Financial Year on April 1.

d. Common Area Charges (CAC)

The Concessionaire shall pay to DIAL, the CAC as per the terms and conditions stipulated under the Concession Agreement. For the FY 20-21, the CAC shall be paid by the Concessionaire @ Rs. 600 per sqm annually (Rupees Six Hundred only) This CAC shall be escalated at the rate of 7.5 % every Financial Year on April 1.

e. Security Deposit

The Selected Bidder shall deposit and maintain with DIAL an interest free, refundable Security Deposit, for the entire Concession Period, within 14 days of the issuance of LOIA by DIAL.

The Security Deposit shall be an amount equivalent to 6 [six] months of License Fees.

f. **Taxes**

The Concessionaire(s) shall pay all applicable taxes in relation to all the payments made to DIAL, in accordance with the provisions of this RFP and the Concession Agreement and the property tax for the VMRC facility.

g. The Concession Agreement may be referred for more details on other payments.

3.9 Concession Period

DIAL shall grant the Concession to the Concessionaire for a period of five (5) years (“**Concession Period**”) from the Effective Date, subject to and in accordance with the Concession Agreement. There shall be a Lock-in period of 02 (two) years during which the Concessionaire shall not be entitled to terminate the Concession Agreement.

3.10 Infrastructure provided by DIAL

DIAL will provide the Location on an “as is where is” basis to the Concessionaire(s). Bidders are requested to refer **to the map attached with the Concession Agreement**, showing the Location, which is existing at the Airport. DIAL cannot guarantee that all land/space requirements of the Concessionaire(s) can be accommodated at the Airport.

3.11 Approvals by Government Authority

The Concessionaire shall, at its own cost and expense and at all times obtain and maintain all Approvals for designing, financing, developing, managing, maintaining and operating VMRC, as may be required for provisioning of the Concession, from various Government Authorities. By submitting its Proposal, the Selected Bidder(s) acknowledge and agree that it does not have any legal disputes with AAI, DIAL and with any other GMR airports.

CLAUSE 4

BID PROCESS SCHEDULE AND DETAILS

4.1 Bid Process Schedule

The Bid Process Schedule shall be as follows:

Sl. No.	Description	Date
1.	Date of issuance of advertisement in newspaper	25 th October 2020
2.	Last date of issuance of RFP document to Bidders	2 nd November 2020
3.	Last date for visit of the Location of the VMRC	4 th November 2020
4.	Last date for submission of queries by the Bidders	7 th November 2020
5.	Indicative Date for clarifications by DIAL	12 th November 2020
6.	Bid Close Date	19 th November 2020
7.	Proposal Validity Period	90 days from the Bid Close Date

Note: The Bidders may note that while DIAL shall endeavor to adhere to the indicative Bid Process Schedule, as prescribed hereinabove, all scheduled dates indicated in the Bid Process Schedule are subject to revisions at the sole discretion of DIAL, and any revision in the Bid Process Schedule shall be informed by DIAL to the Bidders without assigning any reason and the Bidders agree that DIAL shall not be liable in any manner for any such revision in the scheduled timelines in any manner whatsoever.

4.2 Bid Process Details

Sl. No.	Instructions	Reference
1	Number of Selected Bidder(s)	1 (One)
2	Additional Documents	shall be as specified in of Section II Schedule IV
3	Basic Eligibility Criteria	shall be as specified in Part-A of Schedule –I
4	Specific Eligibility Criteria	shall be as specified in Part-B of Schedule –I

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5	Qualification Documents	shall be as specified in Part-C of Schedule –I
6	Evaluation Criteria	shall be as specified in Schedule II
8	Queries to be addressed to	Mr. Shitij Mittal Email : Shitij.mittal@gmrgroup.in
9	Bid Security Amount	shall mean an amount of Rs. 1,00,000/- (Rupees One Lakh Only) in form of bank guarantee

Sl. No.	Format	Reference
1	Format of Cover Letter	Form A
2	Format of Technical Proposal	Form B
3	Format of Financial Proposal	Form C

CLAUSE 5

STRUCTURE OF THE BIDDER AND THE CONCESSIONAIRE

5.1 Structure Of The Bidder

- 5.1.1** The Bidder may be a single Entity or a Consortium. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder (applying individually or as a member of a Consortium) either directly or indirectly or through its Affiliate.
- 5.1.2** If an Entity's name (either directly, or indirectly through its Affiliate) appears in more than one Proposal then all such Proposals shall be rejected.
- 5.1.3** The Bidder and in case of the Bidder being a Consortium, each Consortium member shall be a validly recognized Entity under Applicable Laws.
- 5.1.4** For the purpose of evaluating the Financial Eligibility Criteria of a Consortium, the Lead Member will be required to satisfy the conditions comprising the Financial Eligibility Criteria in its individual capacity or through its Affiliate.
- 5.1.5** In case of a Consortium being the Bidder, the executed copy of the joint venture/consortium agreement among the Consortium members signifying their intent to act as Consortium members and also indicating that the Consortium members are jointly and severally responsible for submission of the Proposal and for performance of the Concession, if selected as the Selected Bidder shall be submitted along with the Proposal. The proper stamp duty for the said joint venture/consortium agreement shall be paid and shall be notarized and legalized as per the Applicable Laws. The joint venture/consortium agreement must clearly provide for the roles and responsibilities of each Consortium member. After the submission of the Proposal there shall be no change/ replacement of the Consortium members in a consortium/ joint venture, as set out in the Proposal without the prior written permission of DIAL.
- 5.1.6** Further, in case of a Consortium being the Bidder, the Lead Member shall have the valid authority to represent the Consortium, to receive instructions and commit the Proposal including all the related documents/clarifications thereto, for and on behalf of the Consortium and to agree and finalize the terms and conditions with DIAL. The authorization in favor of the Lead Member from all the Consortium members shall be submitted as part of the Proposal as provided in this RFP.

5.2 Structure Of The Concessionaire

- 5.2.1** Upon selection of the Bidder as the Selected Bidder, a SPV will be incorporated by the Selected Bidder, who will be the Concessionaire, within 30 (thirty) days of the issuance of the Letter of Intent to Award for the execution of the Concession Agreement and for the performance and implementation of the Concession.

5.2.2 The Selected Bidder, is if the Consortium, each Consortium Members, shall be acting jointly and severally to incorporate the SPV, the Concessionaire. Further, the Selected Bidder, (in case of Consortium being Selected Bidder, each of the Consortium members, in case of the Consortium being the Selected Bidder) shall execute a joint Letter of Undertaking and Confidentiality Undertaking in a form acceptable to DIAL undertaking to ensure compliance by the SPV, the Concessionaire of the terms of the Concession Agreement, and shall be jointly and severally liable and responsible for such compliance;

5.3 In Case of the Bidder being a Consortium

5.3.1 The Consortium Members shall, together continue to hold and maintain one hundred percent (100%) of shareholding and voting rights in the equity share capital of the Concessionaire, directly or indirectly through any of its Affiliates for the Concession Period.

5.3.2 The Lead Member shall, hold and maintain at least 51% (fifty-one percent) of shareholding and voting rights in the equity share capital of the Concessionaire, directly or indirectly through any of its Affiliates for the entire Concession Period.

5.3.3 The Technical Member shall, hold and maintain at least 26% (twenty-six percent) of shareholding and voting rights in the equity share capital of the Concessionaire for the entire Concession period.

5.3.4 The Affiliate entity on whose credential the Bidder has relied upon should remain an Affiliate of the Bidder (or the Lead Member or the Other Member in case of a Consortium) throughout the Concession Period.

5.3.5 Each Consortium member shall jointly and severally be liable to DIAL and DIAL may enforce the performance of the Concession from one or more of the Consortium members, if the Consortium is the Selected Bidder.

5.3.6 No changes/replacement of the Consortium members of the Bidder shall be permitted during the Bid Process and in case Consortium is declared as the Selected Bidder, no change/replacement of the Consortium Members shall be permitted during the Bid Process and during the Concession Period, other than with the prior written consent of DIAL.

5.3.7 Proposed structure of shareholding of the Concessionaire on the Effective Date shall be submitted by the Bidder along with the Proposal in the format given below:

a) In case of the Consortium being the Selected Bidder:

Sr. No.	Name of the Consortium Member	Number of shares	Percentage of shareholding	Role in the Consortium/ Joint Venture

1	[•]	[•]	[•] (minimum of 51%)	[Lead Member]
2	[•]	[•]	[•] (minimum of 26%)	[Technical Member]
3	[•]	[•]	[•]	[Other Member]

b) In case the single Entity is the Selected Bidder:

The Selected Bidder shall, continue to hold and maintain at 100% (hundred percent) of the shareholding and voting rights in the equity capital of the Concessionaire, directly or indirectly through any of its Affiliates, for the Concession Period

CLAUSE 6

ELIGIBILITY CRITERIA

- 6.1** A Proposal may be submitted by the Bidders to undertake the Concession at the Location, provided that the Bidder meets the Basic Eligibility Criteria and the Specific Eligibility Criteria (collectively referred to as “**Eligibility Criteria**”) as specified in Schedule–I of this RFP.
- 6.2** A Bidder shall be permitted/ allowed to submit only 1 (One) Proposal with respect to this RFP.
- 6.3** **Conflict of Interest:** A Bidder shall not have a conflict of interest that affects the Bid Process. Any Bidder found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a conflict of interest that affects the Bid Process, if:
- (a) such Bidder and any other Bidder (have common Controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder in the other Bidder is less than 1% (One percent) of its paid up capital; or
 - (b) an Affiliate of such Bidder is also an Affiliate of another Bidder; or
 - (c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - (d) such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or
 - (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
 - (f) such Bidder has participated as a consultant to DIAL in the preparation of any documents, design or technical specifications of any project.
- 6.4** **Disqualifications**
- 6.4.1** Without prejudice to and without limiting DIAL’s right to disqualify any Bidder as otherwise provided in this RFP, DIAL shall have the right, in its sole discretion, to disqualify any Bidder and reject its Proposal including but not limited to any one or more of the following grounds:
- (a) the Proposal is not accompanied by documents and annexures required to be submitted in accordance with this RFP;

- (b) the Financial Proposal and/or Technical Proposal is/are not in the prescribed manner/form such as not submitted in entirety;
- (c) the Bidder does not comply with any of the criteria including but not limited to the Basic Eligibility Criteria, Technical Eligibility Criteria and the Financial Eligibility Criteria;
- (d) there is any Conflict of Interest;
- (e) the Bidder is not in substantial compliance with the requirements of this RFP;
- (f) where the Bidder or if Consortium is a Selected Bidder, any of its member has, for any reason, been debarred by AAI/DIAL or by any other airport operator in India from participating in any tender process;
- (g) In the last 5 (Five) years, the Bidder: (i) has failed to perform its obligations under any contract with any entity including DIAL/ AAI; or (ii) has willfully defaulted its payment obligations or breached the material terms of the contract with any entity including DIAL/ AAI; or (iii) has committed any fraud, deceit or misrepresentation in relation to contract with any entity; or (iv) has been expelled from any project or contract by any entity including DIAL/ AAI; or (v) has rescinded or abandoned contract with any entity including DIAL/ AAI;
- (h) if the Bidder does not agree to the extension of the Proposal Validity Period by DIAL;
- (i) if the Proposal is not signed, sealed and marked as stipulated in this RFP or does not contain all the information as requested in this RFP or in the form as specified in this RFP;
- (j) any Proposal, in respect of which Bid Security has not been submitted as per the Bid Process Schedule;
- (k) if the Bidder submits incorrect/ inaccurate/ misleading information or conceals/ suppresses any information or makes any false representation, whether knowingly or unknowingly;
- (l) where the Bidder seeks to modify the Proposal after Bid Close Date without the consent of DIAL;
- (m) any Proposal that may be received after the Bid Close Date;
- (n) influence DIAL with respect to the Eligibility Criteria and Bid Process or attempts to influence or induce DIAL with respect to the selection process;
- (o) where the Bidder or any member of the Consortium has in the past, been in breach of, or has defaulted in, its obligations pertaining to any contract or

arrangement with DIAL or any Affiliate of DIAL or industry association (if any) to which it is affiliated to;

- (p) where the Bidder does not submit Proposal for the entire scope of the Concession or submits a conditional Proposal;
- (q) the Bidder or any member of a Consortium has been declared as a defaulter by any Governmental Authority or has been debarred by any Governmental Authority from making the Proposal;
- (r) there are pending, active, or previous legal action by/against the Bidder having a financial implication of Rs. 10,00,000 (Rupees Ten Lakhs) or more or there are pending, active, or previous legal action by/against the Bidder that may prevent its participation in the Bid Process or it from fulfilling its obligations as specified in this RFP and the Concession Agreement or prevent it from execution of the Concession Agreement and any other forms and deeds as required;
- (s) where any winding up petition whether voluntary or otherwise, if applicable, has been filed in the jurisdictional High Court/forum of appropriate jurisdiction by or against the Bidder or a member of a Consortium; or
- (t) where any Bidder submits more than one (1) Proposal directly or indirectly.
- (u) A Bidder (including its promoters, directors, partners, beneficial owners or senior management or Affiliate) who is or has been, directly or indirectly, involved in any litigation (past or pending) or dispute in the court of law, or breach of contract with DIAL or AAI;
- (v) The Bidder does not submit Proposal for the entire scope of the Concession or submits any Proposal with condition/s;
- (w) The Bidder has been declared as a defaulter by any Governmental Authority or has been debarred by any Governmental Authority from making the Proposals;
- (x) The Bidder has against it any litigation or proceedings, voluntary or otherwise (past or pending), before any court or authority, in relation to bankruptcy, insolvency, liquidation, dissolution or winding-up or is declared a sick company.

6.5 Corrupt Practices

The Bidder has not and shall not engage in corrupt or fraudulent practices in competing under this RFP. The Bidder shall not have any commercial mutual benefits with other Bidder submitting the Proposal on the date of submission of the Proposal.

6.6 Collusive Bidding

Bidders, the respective members/ shareholders/ officers, employees, agents and advisers of each of these entities shall not engage in collusive bidding, anti-competitive

conduct or any other similar conduct, in any form or manner, with any other person in relation to the preparation or lodgment of Proposal or otherwise in any aspect of the Concession. Any such collusive bidding shall render the Proposal liable to be rejected on this ground alone.

CLAUSE 7

PROPOSAL

7.1 Proposal

- 7.1.1.** The Bidder shall provide the required information in the prescribed forms. The Bidder may provide relevant additional information in forms of their choice but shall ensure that the Proposal submitted is complete, as per the terms of this RFP.
- 7.1.2.** Each Bidder (whether single Entity or Consortium) shall submit only 1 (one) Proposal. The Proposal shall consist of the following:
- (a) Cover Letter in the format as prescribed in Form A of this RFP.
 - (b) Qualification Documents, as prescribed in Part–C of Schedule –I of this RFP;
 - (c) Technical Proposal, as prescribed in Form – B of Section –II of this RFP in a sealed envelope marked as **ENVELOPE I – TECHNICAL PROPOSAL – VMRC PROJECT, INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**”;
 - (d) Financial Proposal, as prescribed Form –C of Section –II of this RFP in a sealed envelope marked as **ENVELOPE II – FINANCIAL PROPOSAL – VMRC PROJECT, INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**”;
 - (e) Letter of Undertaking on the letter head by the Bidder in the format as prescribed in Form –F of Section –III of this RFP, in case of a Consortium by each Consortium Member, the form is to be given on each Consortium Members’ individual letterheads,
 - (f) Confidentiality Undertaking on the letter head by the Bidder in the format as prescribed in Form –G of Section –III of this RFP, in case of a Consortium by each Consortium Member, the form is to be given on each Consortium Members’ individual letterheads
 - (g) Bid Security along with Bid Security Submission Form, in the format as prescribed in Part–A of Form –D of Section –III of this RFP; and
 - (h) Bidder's Authorizations, in the format as prescribed in Form –D of Section –III of this RFP.
 - (i) Power of Attorney to be provided by each of the other member of the Consortium in favor of the Lead Member in the format as prescribed in **Form D**. In case of the single Entity, the Power of Attorney to be provided of the person signing the documents.

- 7.1.3. Each Proposal should be accompanied by all the documents as required under 7.1.2 or elsewhere in this RFP at the time of submission. Each of the documents, as enlisted hereinabove, shall be sealed in separate envelopes duly marked with the contents of the same.
- 7.1.4. DIAL has designed the formats for provision of the information by the Bidders, relevant for the bid evaluation process. Therefore, the Bidders are advised/ required to provide information in the enclosed formats to aid the process of evaluation.
- 7.1.5. Each Bidder(s) (whether single Entity or Consortium) shall submit only 1 (one) Proposal.
- 7.1.6. These envelopes shall be sealed in an outer envelope which shall be marked as per *Bid Process Details*, preceding with the term “Private and Confidential”.
- 7.1.7. The Bidders shall prepare and submit to DIAL, 3 (three) sets of the documents (hard copy) comprising the Proposal, 1 (one) being the original set of the documents and 2 (two) being certified true copies. The original and copies of the above documents to be presented in the Proposal shall be placed in 3 (three) separate sealed envelopes, inside the outer envelope clearly marked as “**Original**”, “**Copy I**” and “**Copy II**” respectively. The Bidder shall also submit the Qualification Documents by way of courier/registered post or by hand delivery with a copy in electronic format.
- 7.1.8. If the envelope is not sealed and marked as instructed above, DIAL (or any of its representative/advisors), assumes no responsibility for the misplacement or of the contents or such contents being in open so visible prior to opening of the Proposal, in which case Clause 6.4 [*Disqualifications*] shall apply.
- 7.1.9. It is the responsibility of the Bidder to make its own assessment regarding the extent of business opportunity in preparing its Proposal. Each of the Bidder shall along with their respective Proposal enclose a confirmation that they accept the terms and conditions of the Concession Agreement in the form of Letter of Undertaking, as per the format prescribed in Form –F, and in case if the Bidder is declared as the Selected Bidder, the Selected Bidder shall, execute the Concession Agreement in the format prescribed under Section IV DEFINITIVE FORMAT I, subject to complying with all the terms and conditions of the Letter of Intent to Award.
- 7.1.10. The Proposal including all the Qualification Documents shall be duly certified/notarized/ apostilled as may be required under this RFP.
- 7.1.11. All amounts and numbers must clearly mention in figures and words. In case of any inconsistency between the words and the figures, the amount stated in words shall prevail.
- 7.1.12. All pages shall be submitted in bound, numbered, indexed form and duly signed by the authorized person.

7.2 Validity of the Proposal

Subject to Clause 7.3, the Proposal submitted by a Bidder shall be irrevocable, unconditional and shall remain valid for the Proposal Validity Period. Any Proposal having validity lower than that specified above shall be rejected by DIAL as being non-responsive. DIAL reserves the right to extend the Proposal Validity Period beyond the period specified hereinabove, in which event that Proposal shall be valid for such extended Proposal Validity Period.

7.3 Withdrawal and modification of the Proposal

The Bidder may withdraw their Proposal provided that written notice of the withdrawal is received by DIAL prior to the last date for submission of Proposal. Following the withdrawal of a Proposal, the Bidder may submit a revised Proposal prior to the last date for submission of Proposal in accordance with this RFP.

No Proposal may be withdrawn by the Bidder after the last date for submission of the Proposal. In the event that any Bidder seeks to modify its Proposal after the last date for submission of the Proposal, DIAL shall reject such Proposal as non-responsive and invoke the Bid Security.

7.4 Completeness of the Proposal

It is the sole responsibility of the Bidder to:

- (a) Examine and understand the RFP and the Concession Agreement and to verify the completeness and feasibility of the same;
- (b) Examine and understand the Concession and the Services as mentioned in the Concession Agreement;
- (c) Familiarize itself with and inspect the Location for the VMRC, satisfy and obtain all necessary information in relation thereto and accept the Location of the VMRC on an as-is-where-is basis, and familiarize itself with the Services to be provided as a part of the Concession;
- (d) Carefully peruse the RFP (along with the Schedules, Forms and Definitive Formats attached thereto) and the Concession Agreement (along with the Schedules) as it contains legal and business terms and other information, which the Bidder must review in order to submit a responsive Proposal.

7.5 Right to accept/ reject any or all Proposal

Notwithstanding anything contained in this RFP, DIAL reserves the right to accept or reject any Proposal and to cancel or withdraw the entire Bid Process and reject all Proposals, call for fresh Proposals or restart the entire or part of the Bid Process (with such terms and conditions that may be in deviation to the terms and conditions of this

RFP at DIAL's sole discretion), at any time without any liability or obligation for such acceptance, rejection or annulment, without assigning any reason.

7.6 Cost of Preparation of Proposal

The Bidder(s) shall be responsible for all of the costs associated with the preparation of their respective Proposals and their participation in the Bid Process. DIAL shall not be responsible or in any way liable for any costs, expenses and charges incurred by any Bidder(s) in connection with the preparation and submission of its Proposal or the Bid Process in any manner whatsoever, regardless of the conduct or outcome of the Bid Process.

7.7 Form of Submission

7.7.1 Authorization in relation to Consortium

Each Consortium Member shall authorize and recognize, in the format prescribed in **Form D** [*Format of Power of Attorney*] to this RFP, duly notarized, that the Lead Member shall have the powers and authority to represent the Consortium, to receive instructions and commit the Proposal including all related documents/clarifications, for and on behalf of the Consortium. The authorization in **Form D** [*Format of Power of Attorney*] to this RFP shall be signed and executed by the company secretary or a director of the respective executants (or its equivalent under laws of incorporation of the Consortium Member). The Lead Member shall be the single point of contact with DIAL in connection with all matters pertaining to the process under this RFP and the Concession, including but not limited to submission/ return/ receipt etc. of the Proposal, Bid Security etc.

7.7.2 Authorized person

The Proposal shall be signed by a person or persons duly authorized, in the format prescribed in **Form D** [*Format of Board Resolution*] to this RFP, to sign on behalf of the Bidder (or the Lead Member if it is a Consortium). The Board Resolution in favor of the person, signing the Proposal, shall be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the entity making such authorization.

7.7.3 Indelible ink

The Proposal shall be duly signed and bear the stamp of the Bidder. The Proposal shall be typed, written and signed, initialed in indelible ink. All amounts and numbers shall clearly show in figures and words in case of any inconsistency between the words and figures the amount stated in words shall prevail.

7.7.4 Initial each page

The Bidders shall ensure that each and every sheet of the Proposal is numbered, indexed and initialed by the person authorized in accordance with the form set out in **Form D** [*Format of Board Resolution*].

7.7.5 No alterations

The Proposal shall contain no alterations, omissions or additions, except those to comply with instructions issued by DIAL, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

7.7.6 Signature and Stamp

The Proposal shall be typed and signed with date and bear the stamp of the Bidder.

7.7.7 Language

The Proposal, all correspondences/queries/clarifications in connection with the Proposal/RFP/Concession Agreement and all accompanying documents with the Proposal shall be in English language. All measurements shall be expressed in uniform standard units of the metric system.

7.7.8 Address

The address for lodgment of the Proposal is:

Delhi International Airport Limited
Attn: Mr. Shitij Mittal
Address: New Udaan Bhawan
Opposite Terminal 3,
Indira Gandhi International Airport,
New Delhi 110 037,
India

7.7.9 Delivery and timelines

Proposal must be sent either by registered post, courier (with proof of delivery) or hand delivered to be received on or before the Bid Close Date. The Proposal must also be submitted in electronic form. Any Proposal received after the Bid Close Date is liable to be rejected by DIAL, as non-responsive. DIAL may, at its discretion, extend the time line for submission of Proposals by issuing an Addendum, in which case all rights and obligations of DIAL and the Bidder previously subject to the original time line will thereafter be subject to the extended time line.

7.7.10 Further information and document

DIAL may, at its discretion, also ask the Bidder(s) to submit any further information/documents, clarification or modification in their Proposal before the final evaluation of the Proposal.

(a) Submission of Documents (as part of the Proposal)

- (i) All documents submitted by the Bidder(s), as part of its Proposal, must be either in original or certified as true copies in case of photocopies, by (a) the relevant corporate authority in case of corporate documents like board resolutions etc; (b) by the auditors in case of financial documents; (c) by a notary public in case of any other documents.
- (ii) The Bidder(s) shall ensure that all the documents are submitted with the Proposal. However, in case the Bidder(s) fails to submit a document(s) (as required under this RFP) with the Proposal, the Bidder(s) may, at any time prior to the Bid Close Date, send a written request to DIAL expressing its intention to submit the document(s). DIAL may at its sole discretion allow the Bidder(s) to submit such document(s).

7.7.11 Submission of Foreign Documents

If the Bidder is submitting any documents, created or originating from outside the Republic of India, including but not limited to work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s) then the Bidder, before any such foreign document(s) are sent to India for the purpose of submission of Proposal under this RFP, shall be required to get each and every page of such foreign document(s), duly authenticated/ embossed/ legalized from the Indian Embassy/ Indian High Commission situated in the country from where such foreign document(s) were created or are originating from. Such authentication/ embossment/ legalization from the Indian Embassy/ Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. However, in the case of foreign document(s) created or originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 (“Hague Legalization for Convention, 1961”), the Bidders may affix an ‘Apostille’ sticker on each and every page of their foreign document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such “Apostilled” foreign document(s) approved, certified and attested from the Indian Embassy/ Indian High Commission in that country where the ‘foreign document(s)’ were created or are originated from or from the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/ guidelines laid by the Ministry of External Affairs, Government of India, New Delhi, in this regard.

CLAUSE 8

BID SECURITY

- 8.1 The Bidder shall submit, as part of its Proposal, the Bid Security in the form of a bank guarantee in favor of “**Delhi International Airport Limited**” as per the format annexed in **Form E** [*Format of Bid Security*].
- 8.2 The Bid Security shall be valid with effect from the date of issuance and shall remain valid up to 90 (ninety) days after Proposal Validity Period. In the event of any extension of the Proposal Validity Period or as otherwise intimated by DIAL, the validity of the Bid Security shall be extended to such other time as may be specified by DIAL immediately upon extension of the Proposal Validity Period, failing which the Bid Security shall be forfeited by DIAL.
- 8.3 The Bid Security in case of a Consortium being the Bidder shall be submitted by the Lead Member of the Consortium.
- 8.4 Any Proposal not accompanied by Bid Security, shall be rejected by DIAL as non-compliant and shall not be considered. The Bid Security of the Selected Bidder shall be returned, when DIAL has received the Security Deposit and executed the Concession Agreement.
- 8.5 The Bid Security of an unsuccessful Bidder shall be returned within 4 (four) weeks of the Effective Date.
- 8.6 Without prejudice and in addition to the grounds of invocation under this RFP, the Bid Security of a Bidder shall be invoked by DIAL, if:
- (a) the Bidder has, without DIAL’s written consent, withdrawn its Proposal during the Proposal Validity Period; or
 - (b) the Selected Bidder has failed to accept, sign and return the Letter of Intent to Award within a period of 7 (seven) days from the issue of the Letter of Intent to Award, or any other extended period, as may be allowed by DIAL, in writing, in its sole discretion; or
 - (c) the Selected Bidder has failed to incorporate the Concessionaire within a period of 30 (thirty) days from the issue of the Letter of Intent to Award, or any other extended period, as may be allowed by DIAL, in writing, at its sole discretion; or
 - (d) the Selected Bidder or the Concessionaire has failed to execute the Concession Agreement within 45 (forty five) days of the date of issuance of the Letter of Intent to Award; or

- (e) the Selected Bidder fails to submit the Security Deposit in favor of DIAL in the form and manner as specified in this RFP; or
- (f) the Selected Bidder or the Concessionaire fails to fulfill any condition precedent(s) as set out in the Letter of Intent to Award; or
- (g) if prior to the execution of the Concession Agreement, it is found that any of the declaration or information provided by the Selected Bidder (any Consortium Member in case of a Consortium) is wrong/ incorrect or any material information has been concealed/ suppressed; or
- (h) the Bidder fails to extend the validity of the Bid Security in accordance with Clause 8.2 of this RFP.

CLAUSE 9
BID PROCESS

9.1 Bid Preparation Phase

9.1.1 Issue of RFP

All Bidders have been and will continue to be provided with the same background information, supplementary information and any amendment or Addendum to this RFP.

9.1.2 Amendment of RFP and/or Proposal

- a) DIAL may, for any reason, whether on its own or response to a clarification sought by a Bidder, modify this RFP, including but not limited to the timelines specified therein, by issuing an Addendum. In case the Addendum is issued prior to the Bid Close Date, the Bidder shall have the option to resubmit the Proposal within the time permitted by DIAL in writing. In case the Addendum is issued after the Bid Close Date, Bidder(s) shall be required to submit additional information in respect of the Proposal (if any), within the time and manner prescribed by DIAL in writing.
- b) Any Addendum issued shall be a part of this RFP, and shall be communicated in writing to all Bidders in the manner as set out under Clause 11.10 [*Notices and Correspondences*] hereto. The Addendum shall be deemed to be communicated to the Bidder where the same is dispatched in the manner as set out under Clause 11.10 [*Notices and Correspondences*] hereto.
- c) To afford the Bidder reasonable time to consider an Addendum for preparation of its Proposal, DIAL may extend the Bid Close Date, for submission of Proposal, as set out under Clause 4.1 [*Bid Process Schedule*].
- d) In case after issuance of an Addendum, Bidders who have already submitted their Proposal, do not resubmit their Proposal, it shall be deemed that such Bidders do not intend to modify their Proposal on the basis of the Addendum and the Addendum shall be deemed to have been taken into account.
- e) On resubmission of the revised Proposal by the Bidder, the original Proposal submitted by the Bidder shall stand null and void. Alternatively, an addendum to the original Proposal with respect to any particular clause(s)/section(s) may be submitted by the Bidder which shall be deemed to supersede such particular clause(s)/ section(s) in the original Proposal. Such addendum to the original Proposal shall be clearly marked on the sealed envelope as “**ADDENDUM NO. [●] TO ORIGINAL PROPOSAL**”, otherwise the same shall be construed as an alternative Proposal.

9.1.3 Concession Agreement

DIAL is issuing the draft Concession Agreement as specified in Definitive Format –1 of Section–IV hereto to all the Bidder as part of this RFP.

9.1.4 Visit of the Location for the VMRC

- (a) Each Bidder is advised to visit the Location for the VMRC, the surroundings and access paths, and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing and submitting the Proposal and executing the Concession Agreement.
- (b) In the event, any of the Bidder(s) wishes to undertake a visit to the Location for the VMRC, such Bidder shall inform in writing to DIAL, the name of the representative(s) for visiting the Location on the date as mentioned Clause 4.1 above.
- (c) Subject to security and other clearances, if any required, DIAL may provide reasonable commercial assistance to the Bidders to procure for its personnel, the permission to enter the Location of the VMRC, but only upon the express condition that the personnel of the Bidders will exercise due care and will be responsible for personal injury or death, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection. The Bidder and their respective personnel will release and indemnify DIAL and its personnel from and against all liability in respect thereof.
- (d) It shall be deemed that the Bidder has undertaken a visit to the Location of the VMRC and is aware of the Location conditions and nature of Services to be rendered, at all relevant times.
- (e) The Bidders shall be deemed to have taken into account all the factors that may affect its Proposal, including any background information made available and has not relied on any information provided by DIAL.
- (f) It shall be deemed that by submitting a Proposal, the Bidder has:
 - (i) made a complete and careful examination of the RFP;
 - (ii) received all relevant information requested from DIAL;
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DIAL relating to any of the matters referred in this RFP;
 - (iv) satisfied itself about all matters, things and information including matters that are necessary and required for submitting an informed Proposal, execution of the Concession in accordance with the RFP and performance of all of its obligations thereunder;
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to in this RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its

- obligations, loss of profits etc. from DIAL, or a ground for termination of the Concession Agreement by the Concessionaire;
- (vi) acknowledged that it does not have a Conflict of Interest; and
 - (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

9.1.5 Clarifications sought by the Bidders

(a) Clarifications

- i. Each Bidder shall peruse this RFP in its entirety (especially the Concession Agreement) and carefully as it contains legal and business terms and other information which each Bidder must review in order to submit a responsive Proposal.
- ii. Any Bidder, to whom this RFP has been issued, requiring any clarification on this RFP (including all Schedules, Forms and Definitive Formats attached thereto) may notify DIAL in writing within the time specified in the Bid Process Schedule, by e-mail to shitij.mittal@gmrgroup.in, only in the following format along with the complete contact details of the Bidder including name of the company, name of authorised person, registered office address and email id.

Sr.No.	Document	Clause No.	Page No.	Existing Provision	Clarification Required	Rationale <i>(to be provided by DIAL)</i>

(b) Response to Clarifications

- (i) The response by DIAL, if any, shall be provided along with a description of the clarification sought, within the time specified in the Bid Process Schedule to all the Bidders and not only to the querist. Any query/clarification with regard to this RFP shall be in writing. DIAL shall be under no obligation to respond to any clarification sought by any Bidder, notwithstanding that the same may have been submitted in accordance with the terms hereof.
- (ii) DIAL will respond to any request for clarification, only if it receives the same prior to the last date for submission of queries by the Bidders. Nothing in this Clause shall be read as compelling DIAL to respond to any request or clarification(s).

9.1.6 Proposal Submission

The Proposal, complete in all respects, must be received (by courier, registered post or by hand delivery with a copy in electronic format) by DIAL before the Bid Close Date, in the manner and on the address as specified in this RFP. DIAL may, at its discretion, advance or extend the Bid Close Date.

9.1.7 Intimation of change

Each Bidder(s) and in case of Consortium, each Consortium Member shall forthwith, from time to time until the expiry of the Proposal Validity Period or execution of the Concession Agreement (whichever is later), intimate to DIAL by e-mail to the e-mail address Shitij.mittal@gmrgroup.in or any other e-mail address as specified by DIAL in writing:

of any change in the shareholding pattern of such Bidder(s) (if any) from the shareholding pattern submitted as a part of the Proposal. In case of a public listed company such requirement shall be limited to the shareholding of the promoter group of such company; or

- (a) if the Bidder(s) (or in the context of the Bidder being a Consortium, its Lead Member) becomes insolvent or winding up petition has been filed in the jurisdictional High Court/forum of appropriate jurisdiction; or
- (b) if a provisional liquidator, receiver or manager of the Bidder(s) (or in the context of the Bidder being a Consortium, its Lead Member) is duly appointed; or
- (c) if the Bidder(s) (or in the context of the Bidder being a Consortium, its Lead Member) enters into any arrangement or composition for the benefit of its creditors; or
- (d) if the Bidder(s) suffers any distress or execution to be levied upon its assets; or
- (e) any other change in the constitution of the Bidder(s) including any reconstruction or amalgamation that would materially hinder the Bidder(s) to continue being a part of this Bid Process; or
- (f) change in the registered office address and/or corporate office address of the Bidder(s).

9.2 Bid Evaluation Phase

A. Examination of Proposals

DIAL will examine the Proposal to determine whether:

- (a) documents and information in relation to the Basic Eligibility Criteria of the Bidder (being the single Entity) and of the Lead Member, Technical Member and Other Member (in the context of the Bidder being a Consortium), Additional Documents

as sought under this RFP and Bid Security are duly provided and submitted in the form and manner as provided in this RFP;

- (b) the Proposal is complete in all respects with due and valid authorization and substantially responsive; and
- (c) the documents have been properly and duly signed and provided in the prescribed formats.
- (d) Any Proposal found to be non-responsive and/or incomplete and/or noncompliant with the terms of this RFP may be rejected by DIAL at its sole discretion and not included for further consideration. DIAL may ask for any clarification/supplementary information/further document(s) at any point of time during the Bid Process including but not limited to cases of insufficiency of the Proposal and the Bidder shall provide and furnish such clarifications/supplementary information/further document(s) in such form and format as DIAL may notify in this regard, within the time prescribed by DIAL. The request for clarification/information and the response shall be submitted in writing unless DIAL believes, in its absolute discretion, that a clarification meeting with the Bidder is required.
- (e) After submission of the Proposal, the Bidder shall not contact DIAL on any matter related to its Technical and/or Financial Proposal. Any effort on the part of the Bidder to influence DIAL in the examination, evaluation, ranking of Proposals, and recommendation for issue of Letter of Intent to Award may result in the rejection of the Bidder's Proposal and forfeiture/encashment/invocation of Bid Security.

B. Evaluation of Proposals

- (a) DIAL shall evaluate the Proposals of only those Bidders who have complied with the requirements of this RFP and satisfied the Basic Eligibility Criteria.
- (b) During the evaluation phase of this RFP, DIAL shall first open the Technical Proposal submitted by the Bidders for evaluation.
- (c) DIAL may ask for any clarification(s)/ supplementary information at any point of time during the Bid Process, including but not limited to cases of insufficiency of the Proposal and the Bidder shall provide such clarifications/ supplementary information with supporting documents within the time prescribed by DIAL in this regard.
- (d) Each Proposal shall be evaluated, according to the following process:
 - i. Technical Proposal of only such Bidders who have satisfied the Eligibility Criteria, mentioned in Part–A and Part–B of Schedule –I hereto, shall be evaluated by DIAL.
 - ii. Financial Proposal of the Bidder, who has not satisfied the Technical Criteria, shall be returned along with Bid Security by DIAL.

- iii. Financial Proposal of such Bidders who have satisfied the Technical Criteria shall be evaluated in accordance with the **Evaluation Criteria**.
- iv. The Letter of Intent to Award of the Concession shall be based on the evaluation by DIAL or its advisor/representative, of the Financial Proposal as per Evaluation Criteria, as detailed in Schedule –II hereto.
- v. DIAL may, prior to the issue of Letter of Intent to Award, require any Bidder to procure a meeting of the key management personnel of such Bidder at its own discretion or require a presentation by the management of the Bidder to explain the Proposal.

9.3 Award of Concession

DIAL, at its discretion, may award the Concession to the Bidder whose Proposal has been determined to be conforming and who have offered the most advantageous Proposal to DIAL.

CLAUSE 10

AWARD OF CONCESSION

10.1 Letter of Intent to Award

DIAL may at its sole discretion issue a Letter of Intent to Award to the Selected Bidder pursuant to the conclusion of the Bid Process as contemplated in this RFP. The Selected Bidder shall accept, sign and return the Letter of Intent to Award within a period of 7 (seven) days from the issuance of the Letter of Intent to Award, or any other extended period, as may be allowed by DIAL, in writing, at its sole discretion. The issue by DIAL of a Letter of Intent to Award accepting the Proposal and the acceptance of the Letter of Intent to Award by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the Letter of Intent to Award, including the execution of the Concession Agreement in the prescribed format and within the prescribed time, all to the satisfaction of DIAL. The Letter of Intent to Award will be handed to the Selected Bidder or emailed or posted to the Selected Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. Non acceptance of the Letter of Intent to Award by the Selected Bidder within the time prescribed therein shall lead to forfeiture/invocation of Bid Security of such Selected Bidder and thereafter DIAL shall be free to award the Concession to such other Bidder, which, in the opinion of DIAL, shall have offered the next best advantageous Proposal to DIAL or to such other person as may be deemed fit by DIAL or to proceed in the manner as considered in the best interest of DIAL, at DIAL's sole discretion.

10.2 Incorporation of Concessionaire

The Selected Bidder shall within 30 (thirty) days of the date of issuance of the Letter of Intent to Award, incorporate the Concessionaire in New Delhi, India under the Applicable Laws, for performing, executing and implementing only the Concession as a Concessionaire. It is hereby clarified that the Selected Bidder shall not be permitted to use any pre-existing entity either incorporated or otherwise for its appointment as a Concessionaire and the Selected Bidder shall incorporate the Concessionaire as per the terms and conditions of this RFP.

10.3 Conditions to Award - Submission Of Requisite Documents And Payments

The issuance of Letter of Intent to Award, shall be subject to the fulfilment of all the conditions specified herein and such other conditions as may be stated in the Letter of Intent to Award to the satisfaction of DIAL (unless any of the conditions are waived in writing by DIAL) including the following:

- (a) In the context of the Bidder being a Consortium, within 7 (seven) days of the date of the Letter of Intent to Award, the Lead Member of the Consortium being the Selected Bidder shall provide a registered copy of the joint venture agreement or shareholders agreement between/inter-se the Consortium members.

- (b) within 14 (fourteen) days of the date of the Letter of Intent to Award, the Selected Bidder and in the context of a Consortium being the Selected Bidder, the Lead Member, shall deposit with DIAL the Security Deposit through a demand draft in favor of “Delhi International Airport Limited” or by way of remittance to such account of DIAL as designated by DIAL, for the due performance and compliances of all obligations by the Concessionaire under the Concession Agreement.
- (c) within 30 (thirty) days of the date of the Letter of Intent to Award, the Selected Bidder, in case of a Consortium, the Consortium members together shall incorporate the Concessionaire in accordance with the provisions of clause 10.2.
- (d) before the Effective Date, the Selected Bidder and in the context of Consortium being the Selected Bidder, the Lead Member shall provide to DIAL with certified true copies of Approvals and incorporation documents and the supporting documents in relation to the incorporation of the Concessionaire.
- (e) before the Effective Date, the Selected Bidder and the Concessionaire shall provide to DIAL the duly certified authorizations in favour of the authorised person of the Selected Bidder and the Concessionaire to execute the Concession Agreement;
- (f) the Concessionaire shall within 7 (seven) days from the date of its’ incorporation provide DIAL with a statement/representation that the shareholding pattern of the Concessionaire is as per the provisions of the RFP and provide DIAL with a certificate from the Concessionaire specifying the shareholding pattern of the Concessionaire.
- (g) within the timelines specified therein, the Concessionaire shall submit such other documents/ information as may be required under this RFP and/ or the Letter of Intent to Award.

10.4 Execution of the Concession Agreement

- (a) Subject to fulfilment of the conditions specified in Clause 10.3 hereinabove, the Concessionaire, Selected Bidder and DIAL shall execute the Concession Agreement within 45 (forty five) days from the date of the Letter of Intent to Award, unless extended by DIAL in writing at its sole discretion.
- (b) Without prejudice and in addition to the rights of DIAL to invoke the Bid Security as provided elsewhere in this RFP, the Bid Security shall be liable to be forfeited in favour of DIAL in case of failure of the Selected Bidder(s) to fulfil any of the conditions of award mentioned in Clause 10.3 or such conditions as mentioned in the Letter of Intent to Award, within the time stipulated in this RFP and/or the Letter of Intent to Award.
- (c) In case the Selected Bidder fails to execute the Concession Agreement within the timelines as set forth in Clause 10.4 (a), DIAL has the right to forthwith terminate/withdraw the Letter of Intent to Award without the requirement of any

notice in this regard and the Bid Security of such a Selected Bidder shall be forfeited and DIAL shall have the right to execute the Concession Agreement with such other Bidder, which, in the opinion of DIAL, shall have offered the next best Proposal to DIAL or with such other person as may be deemed fit by DIAL or to proceed in the manner as considered in the best interest of DIAL. DIAL shall also have the right to debar such Bidder from participating in any future tenders/bids for any line of business called by DIAL.

10.5 Project milestones

The Concessionaire shall take into consideration the following broad milestones:

S. No.	Description	Target
1	Letter of Intent to Award issued to Selected Bidder	within 30 days from the Bid Close Date or any other date as may be provided by DIAL
2	Effective Date	45 days from the date of issuance of the LOIA
4	Commencement of construction of VMRC	1 day from the Effective Date
	Commercial Operation Date for VMRC	90 days from the Effective Date

CLAUSE 11
SPECIFIC CONDITIONS TO RFP

11.1 Legal Issues

- (a) DIAL reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to:
 - (i) amend, modify, supplement, cancel, withdraw and/or suspend the RFP and/or the Bid Process or the dates or other terms and conditions relating thereto suspend and/or cancel the Bid Process. All such amendments, modifications, supplements, cancellation, withdrawals and/or suspensions will be announced by DIAL;
 - (ii) retain any information and/or evidence submitted to DIAL by, on behalf of and/or in relation to any Bidder;
 - (iii) reject any or all of the Proposals;
 - (iv) not to invite any one or more or all the Bidders to proceed further;
 - (v) not furnish the Bidder with additional information.
- (b) Neither the issuance of this RFP nor the issuance of any subsequent circulars, requests and/or invitations to any parties by or on behalf of DIAL, nor any participation in the selection process by any Bidder, shall at any time obligate or impose any liability, duty of care or contractual obligation on DIAL.
- (c) Each Bidder hereby authorizes DIAL in advance to make such disclosures of the Bidder information, not in the public domain, to consultants, GoI or any government agencies, as DIAL shall in its sole discretion deem necessary or useful for verification or evaluation of a Proposal.
- (d) The decisions and/or the exercise of discretion by DIAL shall be final and shall not be challenged by any Bidder.
- (e) Any failure by DIAL to exercise any rights hereunder, pursuant hereto and/or in connection herewith shall not be a waiver of those or any other rights unless expressly stated as such in writing by DIAL.
- (f) The Bidder agrees that the Proposal has been submitted by it voluntarily and not pursuant to any solicitation by DIAL.
- (g) All Bidders are provided with the same RFP to ensure a non-discriminatory process.

- (h) This RFP is non-transferrable document and has been issued only to the Bidders.
- (i) DIAL agrees and undertakes to hold in confidence all information, documentation, etc. provided by each Bidder in connection with this Bid Process and not disclose the same to any third party or use such information or any part thereof without prior written consent of the respective Bidder except to the extent for as provided in this RFP.
- (j) The Bidder hereby acknowledges, accepts, affirms and understands that in case any false or misleading information, as furnished by it in its Proposal, is found out at any time or after the signing of the Concession Agreement between the parties; it shall entitle DIAL to terminate the said signed Concession Agreement between the parties, including right to black-list the Bidder and/or the Concessionaire from for all future projects of DIAL. The costs and risks for such termination shall be entirely borne by the Bidder.

11.2 Non-Transferrable

This RFP is a non- transferable document and has been issued only to the interested parties/Bidders.

11.3 Waiver of immunity

The Bidder shall not have any special privilege or immunity from any process of the courts or judicial authorities in India, or if they have any such special privilege or immunity, such Bidder shall certify that such privilege or immunity has been waived.

11.4 No recommendations

After the Bid Close Date has elapsed and until the issue of the Letter of Intent to Award, the Bidder shall not contact DIAL or any of its directors, officers, employees, agents, consultants on any matter related to the Proposal. Any effort on the part of the Bidder to influence DIAL in the examination, evaluation, ranking of Proposal and recommendation for Letter of Intent to Award under this RFP may result in the rejection of the respective Bidder's Proposal.

11.5 Confidentiality

Information related to the examination, clarification, evaluation, and comparison of the Proposal and recommendations for the issuance of Letter of Intent to Award shall not be disclosed to any Bidder or other persons not officially involved in such process even after the issuance of the Letter of Intent to Award to the Selected Bidder has been announced. DIAL shall, under no circumstances, be obligated to publish any of the Proposals that DIAL may have been received in response to this RFP.

11.6 Right of Verification

DIAL reserves the right to verify any or all statements made and authenticity of the documents provided or submitted by the Bidder in response to the RFP and to inspect the Bidder's establishment/office/premises if necessary to establish to its satisfaction about the Bidder's capacity to perform. This right of DIAL subsists even after the finalization of the Selected Bidder.

11.7 Corrupt Practices

The Bidder has not and shall not engage in corrupt or fraudulent practices in competing for the award of the Concession for the performance, execution and implementation of the Concession. The Bidder shall not have any commercial mutual benefits with other Bidder(s) submitting the Proposals on the date of submission of the Proposal.

11.8 Non-binding on DIAL

This RFP does not bind DIAL to award the Concession to any Bidder or the Selected Bidder and/or the Concessionaire and DIAL shall not under any circumstances be responsible for any costs, expenses or charges incurred by any Bidders, Consortium Members, the respective members/ shareholders officers, employees, agents and advisers of each of these entities, involved in the Bid Process irrespective of whether DIAL actually proceeds with such award or not.

11.9 Approvals and Regulatory Compliances

- (a) The liability and responsibility to apply, pursue and obtain the Approvals shall be of the Selected Bidder only, without any recourse of any nature against DIAL. DIAL may, acting in good faith on the request of the Selected Bidder/ Concessionaire, assist in applying for Approvals to the extent it considers appropriate at its sole discretion. Failure to obtain the Approvals shall not relieve the Concessionaire of its obligations under the Concession Agreement.
- (b) The Bidders shall conform to the security requirements and other requirements as set out by GoI and/or the Reserve Bank of India and/or Foreign Investment Promotion Board of India for investments and for performing, executing and implementing the Concession and in relation to the participation in the Bid Process pursuant to this RFP.

11.10 Notices and Correspondences

All correspondences in relation to this RFP and the Bid Process shall be addressed by Bidder(s)/ Selected Bidder(s) to DIAL in writing as under.

Delhi International Airport Limited

Address:
New Udaan Bhawan,
Opposite Terminal 3

Indira Gandhi International Airport
New Delhi - 110037
Kind Attn: Mr. Shitij Mittal,
Email: Shitij.mittal@gmrgroup.in

11.11 Responsibility to conduct due diligence

It shall be the responsibility of each Bidder to familiarize themselves with all aspects, conditions and requirements of the Concession and the Location, to interpret rules and regulations made by or on behalf of DIAL and all laws and regulations of the Republic of India, that may in any manner affect or apply to their respective participation in the Bid Process and implementation of the award for Concession relating to setting up, operating, maintaining and managing the Location.

11.12 Ownership of Documents

- a. All documents submitted by the Bidder(s) in response to this RFP shall become the property of DIAL. However, intellectual property in the information, data, concept, design, plan or any other material contained in the Proposal submitted by the Bidder(s) shall remain vested in the Bidder(s) subject to and save to extent as provided in this RFP and/or Concession Agreement.
- b. It is hereby clarified that the Bidder grants all rights to DIAL on the documents and information provided as a part of the Proposed Infrastructure part of the Technical Proposal submitted by it, for DIAL to use it to the exclusion of Bidder to the best interest towards the VMRC.
- c. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Bidder(s) and DIAL.

11.13 Non-compliance with the instruction contained in the RFP shall render the Proposal liable to be rejected.

11.14 The Bidder(s) giving false or misleading information to gain an advantage in securing the award of the Concession will be debarred from participating in all future tenders called by DIAL.

11.15 Jurisdiction of courts

Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute.

11.16 Governing laws

This RFP and all the entities participating in the Bid Process shall be governed by the laws of Republic of India, without having regard to its principles of conflict of laws.

SECTION II- SCHEDULES

SECTION II- SCHEDULES

SCHEDULE-I

ELIGIBILITY CRITERIA AND DOCUMENT LIST

Schedule –I comprises of the following 3 (Three) parts:

Part–A: Basic Eligibility Criteria;

Part–B: Specific Eligibility Criteria; and

Part–C: Qualification Documents (List of supporting documents to be submitted).

Schedule II: Evaluation Criteria

Schedule III: Basic Development Requirement

Schedule IV: Additional Documents

SECTION II- SCHEDULES

SCHEDULE –I ELIGIBILITY CRITERIA AND DOCUMENT LIST

PART–A

BASIC ELIGIBILITY CRITERIA

The Bidder is required to provide DIAL with a certificate and qualification documentation (where applicable) in relation to the following criteria:

1. The Bidder is a body corporate validly incorporated and existing under Applicable Laws;
2. The Bidder has the requisite corporate power and authority and is permitted under its constitutional documents to submit the Proposal, the Bid Security, to execute the Concession Agreement and to perform its obligations thereunder (if Bidder is selected and issued the Letter of Intent to Award);
3. The Bidder has got its financial statements audited by a statutory auditor within the regular time permitted under the Applicable Laws in all the preceding 3 (Three) years;
4. The Bidder has obtained the necessary Approvals, as may be required in order to submit the Proposal and the Bid Security;
5. The Bidder is financially capable to participate in the Bid Process and has produced a certificate of solvency from its bank certifying that the Bidder has sufficient cash flows to continue the conduct of its business for a period of at least 6 months from the date of submission of the Proposal by the Bidder, based on the Bidder's projected net sales ("**Certificate of Solvency**");
6. There is no pending, active, or previous legal action against the Bidder in case of a single Entity and against each member in case of a Consortium, having a financial implication of Rs. 10,00,000 (Rupees Ten Lakhs) or more and there is no pending, active, or previous legal action that prevents the Bidder in case of a single Entity and against each Consortium member in case of a Consortium, from submitting the Proposal and subsequently executing the Concession Agreement or fulfilling the conditions of the Concession Agreement;
7. There is no pending, active or previous dispute or legal action in the court of law with DIAL, or its affiliates and/ or AAI;
8. The Bidder has not been debarred by DIAL or by AAI;
9. There are 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 and the Bidders as on the date of the issuance of this RFP.

SECTION II- SCHEDULES

SCHEDULE –I
ELIGIBILITY CRITERIA AND DOCUMENT LIST

PART–B

SPECIFIC ELIGIBILITY CRITERIA

Technical Eligibility Criteria:

- i. The Bidder must have developed and operated at least 1 (one) or more multi brand vehicle repair and service station (for two and four vehicles), by itself or through its affiliates for the 3 years or more.; OR
- ii. The Bidder must have the experience of minimum 5 years of operating & providing services for motor vehicle repair and maintenance activities.

Financial Eligibility Criteria

Bidder and in case of Consortium, its Lead Member, either through itself or through its Affiliates, shall meet following criteria:

- a. Shall have the turnover of at least Rs 4,00,00,000/- (Indian Rupees Four Crores only) in each of last 3 Financial Years; and
- b. shall have Net Worth of atleast Rs 4,00,00,000/- (Indian Rupees Four Crores only) in FY 2019-2020

**in case audited balance sheet for the financial year 2019-20 isn't available, unaudited balance sheet/ performa balance sheet may be submitted and audited balance sheet may be submitted to DIAL within one week of calculation of final accounts.*

SECTION II- SCHEDULES

SCHEDULE –I **ELIGIBILITY CRITERIA AND DOCUMENT LIST**

PART–C

QUALIFICATION DOCUMENTS (LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED)

Duly certified qualification documentation is to be submitted in relation to the Basic Eligibility Criteria and the Specific Eligibility Criteria. The documents must be submitted by the Bidder itself:

1. Documents in support of qualification of the Specific Eligibility Criteria as listed in Part-B of Schedule -1 of this RFP.
2. Certificate of Solvency in original from a Bank also clearly indicating the net worth of the Bidder as on the date of issue of this RFP.
3. Duly certified profile of the entity, as per Annexure 1 (*Particulars of the Bidder*) to this Part-C of Schedule-1.
4. Certified true copies of the constitutional documents of the Bidder i.e. Memorandum of Association and the Articles of Association.
5. For those Bidders having any existing or prior contracts with DIAL, a “No dues certificate” to be submitted certifying from DIAL that there are 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 and the Bidder as on the date of the issuance of this RFP.
6. Certificate from the Bidder (in case of a single Entity) and each Consortium Member (in case of a Consortium) that it has not been debarred by AAI, DIAL or other Government Authorities from participating in any bidding process.
7. Audited financial statements ending FY2018-19 and self-certified financial statements for FY 2020.
8. If Net Worth of Affiliates have been relied then Affiliation certificate from auditor to be submitted;
9. Certificate of statutory auditor in support of financial eligibility.

Annexure 1

Particulars of the Bidder

The following information and details shall be provided on the letterhead of the Bidder, where the Bidder is an individual entity and by each Consortium member where the Bidder is a Consortium.

1. Bidder being Single Entity
 - a) Name:
 - b) Country of Incorporation:
 - c) Incorporation details (place of incorporation, registered office address), along with certified true copy of the certificate of incorporation from the concerned registrar of companies:
 - d) Date of incorporation and/ or commencement of business:
 - e) Legal nature of the bidder:

2. Bidder being Consortium
 - a) Name of the Consortium members along with their addresses and legal nature:
 - b) Lead Member:
 - c) Technical Member:
 - d) Other Member(s)
 - e) Date of the agreement between Consortium members:
 - f) Date of incorporation and/ or commencement of business of the consortium Members in case of legal Entity:

3. Particulars of the authorized signatory for the Bidder/ Lead Member in case of Consortium:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) E-Mail Address:

4. Name and details of promoters of the Bidder/ Lead Member in case of Consortium:

5. Name and details of Directors: (i) name (ii) age (iii) address (iv) qualification and (v) experience of the Bidder/ Lead Member in case of Consortium:

6. Name and details of shareholders and the certified true copies of the existing shareholding pattern of the single Entity and all Consortium members in case of Consortium:
7. Countries/ Cities of operations and address single Entity and all Consortium members in case of Consortium:
8. Brief description of the Bidder (single Entity and all Consortium members in case of Consortium) including details of its type of business of the Bidder (with details to be provided) and management strategy.
9. Provide certified true copy of the audited financial statements (Profit/ Loss, balance sheet and cash flow statements) for the past three years. In case of Consortium, these details to be provided of Lead Member and Technical Member.

SECTION II- SCHEDULES

SCHEDULE –II

EVALUATION CRITERIA

The Financial Proposals will be evaluated based on the highest Revenue Share Percentage quoted by the Bidder.

DIAL, at its sole discretion, may change the Evaluation Criteria at any point of time for the purposes of evaluation of the Proposal submitted by the Bidder and DIAL shall not be obligated to entertain any queries or communication(s) in this regard either by the Bidder or any third party.

SECTION II- SCHEDULES
SCHEDULE -III

Basic Development Requirement

Basic Development Requirement		
S.No.	Description	Remarks
1	Plot Size	600 sqm
2	VMRC Structure Recommended	PEB Structure designed with Seismic Zone IV compliant
3	Clear Height of VMRC (At edges)	20 ft (Maximum)
4	Circulation Space Pavement	Flexible Pavement considering 10 MSA as per IRC 37-2012
5	Entry/ Exit gates	Sliding Iron gates
6	The Concessionaire shall procure Approvals (Not limited to)	As provided in the RFP and Concession Agreement, including but not limited to, of Delhi International Airport Ltd., Delhi Fire Services, etc.,
7	Security System	CCTV's to cover the complete facility with 30 days back up, Access controls at gates, etc.,
8	Sewerage & Storm drain system	To be designed & to connect with the nearby existing sewer/storm line
10	Admin & Toilet Blocks	As per the operation requirements
<i>Note: 1. Perimeter boundary, Levelling of the plot & utility provisioning as single point of connection shall be done by Concessionaire</i>		

SCHEDULE IV

List of Additional Document(s)

Envelope : Additional Documents

The following information, in the below prescribed format on the letterhead along with the documents shall be enclosed and submitted in an envelope marked “**ENVELOPE 1 - ADDITIONAL DOCUMENTS FOR VMRC, INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**”.

1. COVER LETTER

The Bidder shall submit the Cover Letter as per the format provided in **Form A** of this RFP.

2. PROFILE OF BIDDER

The following information and details shall be provided on the letterhead of the Bidder, where the Bidder is an individual entity and by each Consortium Member where the Bidder is a Consortium.

Profile of the Bidder/ each Consortium Member in case of the Consortium

S.No.	Description	Details
1.	Name of the Bidder/ Consortium member	Complete name needs to be captured
2.	Designate	Individual/ Lead Member/ Technical Member/ Consortium member
3.	Participation in the RFP process	Individual/ Consortium
4.	Registered office address	Complete address needs to be captured
5.	Postal address	Complete postal address needs to be captured
6.	Head quarter's address	If any
7.	Authorised Signatory	Complete name of the authorised signatory of the Proposal needs to be captured
8.	Designation of the Authorised Signatory	
9.	Contact numbers	
	i. Direct number	
	ii. Fax number	
	iii. E-mail ID	
10.	Additionally alternate contact numbers to be provided along with the name of the person and designation	
11.	Equity participation (applicable in case of Consortium member (s) setting out the	%age to be captured

	percentage of equity participation in the Consortium)	
12.	Year of incorporation	
13.	Country of incorporation	
14.	Industry to which it belongs	
15.	Details of the businesses its engaged into	
16.	Name and details of the Brand(s) under which it carries its business	
17.	Name and E-mail ID of the Directors and key personnel including the members of the management	
18.	Shareholding pattern as on the date of the submission of the Proposal.	

3. AUTHORIZATIONS

The Bidder shall submit the Board Resolution authorizing the signatory of the Proposal to execute and submit the Proposal in response to the RFP as per the format provided in **Form D**.

In case of the Bidder being a Consortium, the Consortium members shall submit a Power of Attorney in favour of the Lead Member as per the format provided in **Form D** of the RFP. The Lead Member shall submit the Board Resolution authorizing the signatory of the Proposal to execute and submit the Proposal in response to the RFP as per the format provided in **Form D**.

4. BID SECURITY

The Bidder (Lead Member in the case of Bidder being a Consortium) shall submit the Bid Security in the form of a bank guarantee. The Bidder shall furnish the Bid Security Submission Form as set out in **Form E**.

5. LETTER OF UNDERTAKING

The Bidder shall submit the Letter of Undertaking in the format **Form F** – by the Bidder;

6. CONFIDENTIALITY UNDERTAKING

The Bidder shall submit the Confidentiality Undertaking in the format **Form G** – by the Bidder;

7. OTHER DETAILS AND DOCUMENTS TO BE PROVIDED

Following documents shall be submitted by the Bidder and in case of the Consortium by each Consortium Member:

- (a) Certified true copy of the certificate of incorporation/ registration of business name from the concerned registrar of companies or the relevant Government Authorities;
- (b) Certified true copies of the constitutional/charter document(s) i.e. Memorandum of Association and the Articles of Association;
- (c) Certified share-holding pattern as on the date of the Proposal;
- (d) List of board of directors providing the following details (i) name (ii) age (iii) address (iv) qualification and (v) experience;
- (e) Provide a list of pending, active, or previous legal action by/against it or any other pending, active or previous legal action that may prevent its participation in the Bid Process or prevent it from fulfilling its obligations as specified in this RFP and the Concession Agreement or prevent it from execution of other forms and deeds as required herein;
- (f) Certificate that it has not been debarred by AAI, DIAL or any other government agency from participating in any bidding process;
- (g) Certificate of solvency from a statutory auditor certifying and confirming that the financial state or the solvency of the Bidder has not depreciated, reduced or declined since the submission with DIAL of the latest certificate of solvency by the Bidder in relation to the VMRC ;
- (h) Copies of the requisite Authorizations, Approvals and other relevant documents in support of all the conditions as set out in this RFP;
- (i) Letter representing that it has not faced any instance in the last 10 (ten) years of any arrangement/agreement being terminated for non-performance by it and also indicating in the same letter that there are no pending termination cases against it.

8. CONFIRMATION

The Bidder (each Consortium Member in case of a Consortium being the Bidder) shall enclose a confirmation, that they accept the terms and conditions of the draft Concession Agreement and shall incorporate the Concessionaire in case if the Bidder is declared as the Selected Bidder as per the terms of the RFP and confirms that the Concessionaire shall execute the Concession Agreement in the form so circulated by DIAL and in accordance with the terms of the RFP.

SCHEDULE V

List of Services

1. Maintenance services for 2 wheelers
All key maintenance services as per industry standards to be provided.
2. Repair services for 2 wheelers
All key maintenance services as per industry standards to be provided.
3. Maintenance services for 4 wheelers
All key maintenance services as per industry standards to be provided.
4. Repair services for 4 wheelers
All key maintenance services as per industry standards to be provided.

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

Section–III comprises of the following:

Form –A : Cover Letter

Annexure 1- : Checklist for Cover Letter

Form –B : Format of Technical Proposal

Annexure 1 : Cover letter for Technical Proposal

Form –C : Format of Financial Proposal

Annexure 1 : Cover letter for Financial Proposal

Annexure 2- : Form of Statutory Auditor Certificate

Form D : Bid Authorization (Part A- Format of Board Resolution and Part B- Power of Attorney)

Form –E : Bid Security Submission Form

Form –F : Letter of Undertaking by the Bidder

Form –G : Confidentiality Undertaking

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

FORM –A

Cover Letter

**[To be submitted on the letterhead of the Bidder's Company/ Lead Member Company
in case of a Consortium]**

Date :[●]

To,
Delhi International Airport Limited
New Udaan Bhawan, Opposite Terminal – 3
Indira Gandhi International Airport
New Delhi
India
Pin-110037

Kind Attn:
Mr. Shitij Mittal
Manager, Commercial Aero

Sub. : Submission of Proposal for VMRC Project.

Ref. : RFP dated[●] issued by DIAL in relation to the VMRC Project.

Dear Sir,

1. We, the undersigned are duly authorized to represent and act on behalf of the Bidder Company [insert name], having its registered office at [insert address];

Or;

We, the undersigned are duly being authorized to represent and act on behalf of the Lead Member Company [insert name] having its registered office at [insert address]; representing and duly authorized to act on behalf of the Consortium of :

- (a) Lead Member – [Insert name of the Company];
- (b) Technical Member – [Insert name of the Company]; and
- (c) Other Member – [Insert name of the Company].

2. We have reviewed and fully understood all information and requirements of the above referred RFP, and after having undertaken a due diligence and review of the VMRC Project and after considering the terms of the RFP and the Concession Agreement, we wish to hereby express our continued interest in the selection process as set out in the RFP and to further participate as a Bidder for the purposes of this RFP and grant of Concession and to provide Services in accordance with the terms of the Concession Agreement.
3. Our Proposal is unconditional, irrevocable, binding and final and shall be valid and open for acceptance by DIAL during the Proposal Validity Period.
4. As required, we are enclosing herewith our Proposal along with the documents mentioned in the Bid Proposal Documents Checklist annexed herewith as Annexure-I to this cover letter.
5. We hereby represent, confirm agree and undertake that our Proposal is, in all respects, in compliance with the requirements of the RFP. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects and we agree to the terms of the RFP and the Concession Agreement, including any addenda and clarifications issued in relation thereto, which also form a part of the RFP provided to us.
6. Notwithstanding anything, whether implied or otherwise, contained in our Proposal we hereby agree and undertake to keep this Proposal valid and open for acceptance without unilaterally varying or amending it during the Proposal Validity Period, including any extended period thereof.
7. This Proposal shall be governed by and construed in all respects as per the Applicable Laws in India and shall be subject to the exclusive jurisdiction of the courts at New Delhi, India only.
8. All the capitalized terms used herein but not defined, shall have the meaning as ascribed to them in the RFP.

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)

Encl: Annexure-I – Bid Proposal Documents Checklist

ANNEXURE I-To the Cover Letter

Bid Proposal Documents Checklist

[To be submitted on the letterhead of the Bidder Company/ Lead Member Company in case of a Consortium]

(To be submitted on the letterhead of the Bidder)

S.No.	Nature of Documents	Pages	Attached (✓/✗)
Envelope 1 – Additional Documents To Be Provided By The Bidder			
1.	Cover Letter		
2.	Profile of the Bidder Company/ each Consortium Member in case of Consortium		
3.	Authorised Signatory signing the Proposal as per Form D		
4.	Power of Attorney in favour of the Lead Member by the Consortium Member(s) as per Form D		
5.	Bid Security Submission Form in the Format of Form E		
6.	Letter of Undertaking in the format Form F – Bidder		
7.	Confidentiality Undertaking in format Form G		
8.	Copy of the JV or MoU between the Consortium Members		
9.	Certificate of solvency issued by the Statutory Auditor in relation to the Bidder/ each Consortium Member in case of Consortium		
10.	Statement of no pendency, debarment and not being terminated		
11.	Duly certified shareholding pattern of the Bidder/ Lead Member and each of the Consortium Members		
12.	Duly certified list of Board of Directors of the Bidder/ Lead Member and each of the Consortium Members		
13.	Certificate of incorporation of the Bidder/ Lead Member and each of the Consortium Members		
14.	Certified true copies of the constitutional / charter documents, i.e. Memorandum of		

	Association, Articles of Association		
15.	Certified true copies of the Authorizations, Approvals		
17.	Certified true copies of the audited financial and cash-flow statements of the Bidder / Lead Member, for the preceding 3 (three) financial years including the financial statements for the last full financial year.		

Envelope 2 – Financial Proposal			
1.			
2.			
3.			

Envelope 3 – Technical Proposal			
1.			
2.			

The aforesaid checklist is an indicative list and shall not be relied upon by the Bidder for or in relation to this RFP. The Bidder shall ensure and submit all the documents and the Bid Proposal document(s) checklist in accordance with as requirements set out in the RFP.

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

Form B

FORMAT OF TECHNICAL PROPOSAL

Envelope : Technical Proposal:

The information is to be provided as per the formats provided herein below and enclosed in an envelope marked “**ENVELOPE III – TECHNICAL PROPOSAL – VMRC PROJECT, INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**”. The following details shall be provided by the Bidder:

The Technical Proposal must include the following information in the form and order outlined below:

1) CURRENT EXPERIENCE

Details of past experience as mentioned in Schedule I Part B of the RFP.

2) PROPOSED INFRASTRUCTURE - TECHNICAL DETAILS

2.1 Conceptual Development Plan

Submit Conceptual Development Plan based on Basic Development Requirements set out in **Concession Agreement** [*Basic Development Requirements*] and which shall also consist the following:-

(i) Development Phase

- (a) Visuals of the development of the VMRC Project;
- (b) Land Use Plan of proposed design;
- (c) Concept Design in form of design, drawings and 3D renderings, layouts of VMRC;

(ii) Operational Phase

- (a) Approach and methodology followed towards operations;
- (b) Operations and maintenance standards
- (c) Safety and security plans: The Bidders shall develop appropriate safety and security plans and procedures in respect of the VMRC Project which shall comply with the Airport rules and regulations as laid down and amended from time to time, by DIAL.

INSTRUCTIONS TO BIDDERS

- (1) All information requested in this form must be complete and accurate. Omission, inaccuracy, mis-statement and any required attachments may be cause for rejection of the bid and debarring of the Bidder from participation in any further RFP of DIAL.
- (2) Please attach separate sheets of paper if the space provided above is insufficient.
- (3) All information requested in this form must be complete, accurate and in the form required. The Bidder must fill in all the blanks and must not delete or alter any statement. Failure to comply fully may be cause for rejection of the RFP.
- (4) Bidders are not allowed to amend the Proposal(s) after the Bids are opened and are not allowed to withdraw the Proposal(s) without prior consent of DIAL.
- (5) DIAL reserves itself the right to reject the Proposal(s) without assigning any reason thereto. DIAL does not bind itself to accept the highest or any Proposal(s) and reserves the right of accepting the whole or any part of the Proposal and the Bidder shall be bound to provide the Services in the manner set out in the Proposal.

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS
Form C

FORMAT OF FINANCIAL PROPOSAL

Envelope : Financial Proposal:

The information is to be provided as per the formats provided herein below and enclosed in an envelope marked “**ENVELOPE II – FINANCIAL PROPOSAL – VMRC PROJECT, INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**”. The following details shall be provided by the Bidder:

PART I

Date :[●]

To,
Delhi International Airport Limited
New Udaan Bhawan, Opposite Terminal – 3
Indira Gandhi International Airport
New Delhi
India
Pin-110037

Kind Attn. : Mr. Shitij Mittal
Manager, Commercial Aero
Sub. :
Form of Financial Proposal

Ref. : RFP dated [●] issued by DIAL in relation to the VMRC

Dear Sir,

1. We, the undersigned are duly authorized to represent and act on behalf of the Bidder Company [insert name], having its registered office at [insert address];

Or;

We, the undersigned are duly being authorized to represent and act on behalf of the Lead Member Company [insert name] having its registered office at [insert address]; representing and duly authorized to act on behalf of the Consortium of :

- a) Lead Member – [Insert name of the Company];
 - b) Technical Member – [Insert name of the Company]; and
 - c) Other Member – [Insert name of the Company].
2. We hereby unconditionally and irrevocably, propose and agree and undertake to pay to DIAL the Revenue Share Amount based on the Revenue Share Percentage quoted by us herein below:
 - Revenue Share Percentage: [●]% (to be quoted by the Bidder)
 3. We hereby unconditionally and irrevocably, propose and agree and undertake to pay to DIAL for the FY 20-21, the License Fee of Rs. 9,100/- (Rupees Nine Thousand one Hundred) per sqm annually and Common Area Charges (CAC) of Rs. 600/- (Rupees Six Hundred) per sqm annually. We hereby unconditionally and irrevocably, propose and agree and undertake to pay to DIAL, the License Fee and the CAC as per the terms of the Concession Agreement.
 4. We have carefully read and understood the terms and conditions of the RFP and its Schedules and addendum issued by DIAL and we are aware that the Bid Security is liable to be forfeited by DIAL, if we fail to comply with or are in breach of the terms of the RFP or the LOIA, including upon our failure to execute the Concession Agreement as per the **Definitive Format I** of the RFP within such time as set out in this RFP or Letter of Intent to Award or as notified by DIAL.
 5. All information requested as per the RFP to be provided in this Form and provided by us is complete, accurate and is in the form and manner as notified in the RFP. Any and all omissions, inaccuracies, misstatements, conditions and/or not being in full compliance with the RFP maybe a cause for rejection of our Proposal and we may be debarred by DIAL from participating, directly or indirectly, in any tender or bid process or from entering into any arrangement or agreement with DIAL.
 6. We are not allowed or nor shall we be permitted to amend the Proposal after the Bid Close Date or withdraw our Proposal without prior consent of DIAL.
 7. We hereby acknowledge and agree that DIAL has and it reserves itself with the right to reject the Proposal, hereby submitted by us, without assigning any reason thereto. DIAL is not bound to accept any or the highest Proposal and DIAL reserves its right to accept the whole or any part of the Proposal and that we shall be bound by the decision of DIAL and shall comply and fulfill our obligations and commitments made in our Proposal.

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)

PART II

INSTRUCTIONS TO BIDDERS

- (1) All information requested in this form must be complete and accurate. Omission, inaccuracy, mis-statement and any required attachments may be cause for rejection of the bid and debarring of the Bidder from participation in any further RFP of DIAL.
- (2) Please attach separate sheets of paper if the space provided above is insufficient.
- (3) All information requested in this form must be complete, accurate and in the form required. The Bidder must fill in all the blanks and must not delete or alter any statement. Failure to comply fully may be cause for rejection of the RFP.
- (4) Bidders are not allowed to amend the Proposal(s) after the Bids are opened and are not allowed to withdraw the Proposal(s) without prior consent of DIAL.
- (5) DIAL reserves itself the right to reject the Proposal(s) without assigning any reason thereto. DIAL does not bind itself to accept the highest or any Proposal(s) and reserves the right of accepting the whole or any part of the Proposal and the Bidder shall be bound to provide the S Services in the manner set out in the Proposal.

PART III

**STATUTORY AUDITOR'S CERTIFICATE REGARDING FINANCIAL ELIGIBILITY
OF BIDDER – NET WORTH**

[On the letterhead of the statutory auditor of the Bidder]

Subject: Submission of proposal for VMRC

Based on its books of accounts and other information authenticated by [●] (*insert name of the Bidder/its Affiliate*), this is to certify that [●] (*insert name of the Bidder/its Affiliate*) is having Net Worth of [●] as defined in the RFP issued by Delhi International Airport Limited
Details of the same are as follows:

Financial Capacity of the Bidder - Net Worth

Particulars	Amount in Rs. Cr.
Subscribed and Paid-Up Equity Share Capital Add: all reserves created out of the profits and securities premium account Less: accumulated losses goodwill, brand and any other intangible asset deferred expenditure and miscellaneous expenditure not written off (to not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation and reserves not available for distribution to equity shareholders)	
TOTAL	

(Signature of Authorised Signatory)

Name of Authorised Signatory:

Designation of Authorised Signatory:

Registration/Membership Number of Authorised Signatory:

Date:

Place:

Name of the statutory audit firm:

Seal of the statutory audit firm:

Registration Number:

Notes:

(i) The financial capacity of the Bidder is Net Worth of Bidder as defined in the RFP;

(ii) In case of LLPs or partnerships, Net Worth shall mean the paid-up capital of such entity plus its reserves excluding revaluation reserves *less*, accumulated losses, intangible assets, and miscellaneous expenditure not written off. In respect of LLPs or partnerships, this certificate may be suitably modified;

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

FORM –D

BIDDER AUTHORIZATION

AUTHORIZATION IN FAVOR OF THE AUTHORISED SIGNATORY

Part A

Format of Board Resolution

The Board, after discussion, at the duly convened meeting of [insert name of Bidder]/ [Lead Member, in case of a Consortium being the Bidder] (the “**Company**”) on [insert date and day], with the consent of all the Directors present and in compliance of the provisions of the laws of its incorporation, passed the following Resolution:

RESOLVED THAT [insert name], be and is hereby authorized to enter into and take all the steps required to be taken by the Company to sign the Proposal to be submitted in response to the Request for Proposal dated [●] issued by Delhi International Airport Limited (“**DIAL**”) for to design, finance, develop, manage, maintain and operate the Vehicle Repair and Maintenance Centre (VMRC) at Location; and to provide Services in accordance with the terms of the Concession Agreement at Indira Gandhi International Airport at New Delhi, including in particular, signing of the Proposal, making changes thereto and submitting amended Proposal, furnishing necessary Bid Security, all the related documents, certified copy of this Board Resolution or letter, undertakings, negotiations with DIAL and the execution of necessary project related agreements etc, as required to be submitted to DIAL as part of the RFP or such other documents as may be necessary in this regard.

Certified True Copy

Notes:-

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized directors of the Company.
2. The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Indian Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, a non-resident entity shall submit a certificate signed by its authorized director certifying that the resolution has been provided

in compliance with the applicable local laws outside India and that this format has been modified only to the limited extent to comply with applicable foreign law.

Part B

Power of Attorney to be provided by each of the other member of the Consortium in favour of the Lead Member

WHEREAS Delhi International Airport Limited has issued Request for Proposal dated [●] for inviting the bids in for the purposes of awarding the concession for to design, finance, develop, construct and operate the Vehicle Repair and Maintenance Centre (VMRC) at the Location; and to provide Services in accordance with the terms of the Concession Agreement at Indira Gandhi International Airport at New Delhi.

AND WHEREAS, [names of all members of consortium] have, in terms of our memorandum of understanding dated [●] (“MoU”), agreed to constitute a consortium (“Consortium”) to submit a Proposal in response to the RFP, and upon the selection of the Consortium as the Selected Bidder pursuant to the RFP, to implement the Concession through a SPV in accordance with the RFP and the Concession Agreement;

AND WHEREAS, all the members of the Consortium have agreed to appoint [Insert the name of the Lead Member] as the “Lead Member” to represent all other members of the Consortium for all matters regarding the RFP, the Proposal and the Concession Agreement;

AND WHEREAS, pursuant to the terms of the RFP and in accordance with our mutual understanding in terms of the MoU, we hereby designate and authorize [insert name of the Lead Member] as the Lead Member to represent us in all matters regarding the RFP and the Proposal in the manner stated below:-

Know all men by these presents, We, [Name and registered office of the Consortium Member], do hereby constitute, appoint and authorize [name and registered office address of the Lead Member], which is one of the members of the Consortium, to act as the Lead Member and as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Proposal pursuant to and in response to the RFP dated [●], including signing and submission of the Proposal and all documents specified in the RFP, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc. making representations to Delhi International Airport Limited, representing us and the Consortium in all matters before the Delhi International Airport Limited, and generally dealing with Delhi International Airport Limited in all matters in connection with our Proposal till completion of the bidding process in accordance with the RFP including in relation to conducting the site visit, due diligence, as the case may be.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

[Insert the name of the executant]

Through the hand of Mr.....

Duly authorised signatory

Dated this _____ day of 2020

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of Executant)

(Name, designation [Company Secretary] and address
of the Executant)

Signature and stamp of

Notary of the place of execution

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down under the Applicable Law and the charter documents of the Executant and the same should be under common seal of the Executant affixed in accordance with the applicable procedure.

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

FORM –E

PART –A

BID SECURITY SUBMISSION FORM

[On the stamp paper of requisite value]

This Deed of Guarantee (“**Guarantee**”) is made at New Delhi, on this the [●] day of [●] 2020 by [*insert name of the Bank*], having its registered office at [*registered office address of the Bank*] (hereinafter referred to as “**Bank**” which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), in favour of Delhi International Airport Limited, a company incorporated under the Indian Companies Act, 2013, having its registered office at New Udaan Bhawan, Opposite Terminal 3, Indira Gandhi International Airport, New Delhi 110 037 (hereinafter referred to as “**Beneficiary**”, which expression unless repugnant to the context hereof shall mean and include its successors-in-interest and assigns),

WHEREAS, [*insert the complete name of the Bidder*], incorporated [*jurisdiction and laws of incorporation of the Bidder company*], having its registered office at [*registered office as per incorporation details*] (hereinafter referred to as “**Bidder**”), is submitting its Proposal in response to the issue of the Request for Proposal issued by DIAL on [*date*] (hereinafter referred to as the “**RFP**”) in relation to the VMRC Project (as defined under the RFP) and in respect thereof, as condition, the Bidder is required to submit a Bid Security for an amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a bank guarantee in favour of Beneficiary (hereinafter referred to as “**Bid Security**”);

AND WHEREAS, the Bidder has informed the Bank that the Bidder has undertaken to the Beneficiary to provide and furnish to the Beneficiary a bank guarantee in the format prescribed by the Beneficiary;

AND WHEREAS, in consideration of such an undertaking made by the Bidder and as a condition of the RFP and in due compliance thereof, the Bidder has approached the Bank to issue and the Bank has agreed to furnish a bank guarantee in the format provided in the RFP as Bid Security, in favour of the Beneficiary, inter-alia, guaranteeing due discharge of the obligations of the Bidder in respect of Bid Security.

NOW THIS DEED WITNESSETH THAT in consideration of the premises and at the request of the Bidder, we, the Bank, hereby declare and agree as follows:

1. We, the Bank hereby irrevocably undertake to pay forthwith, as principal debtor and primary obligor, to the Beneficiary on its first demand in writing sent / delivered to us either by registered post or by hand or fax immediately and forthwith and without any delay, any sum demanded in writing not exceeding Rs. 1,00,000/- (Rupees One Lakh only) (“**Amount**”), without any protest, demur, caveat, recourse or reservation, without any reference to the Bidder etc., notwithstanding any dispute or controversy or contest between the Beneficiary and/or Bidder, whether or not arising out in respect of the RFP or the Bid Security. Any such demand made on us by the Beneficiary shall be final, binding and conclusive evidence and absolute as regards the invocation of the Guarantee and the amount due and payable under this Guarantee. We expressly acknowledge that this Guarantee may be invoked more than once.

2. We, the Bank further agree and affirm that no change or addition to or other modification to the terms of the RFP and/or the Concession Agreement, shall in any way release the Bank from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Beneficiary, that the Beneficiary shall be the sole and exclusive judge to determine that whether or not any sum or

sums are due and payable to it by the Bidder, which are recoverable by the Beneficiary by invocation of this Guarantee.

3. This Guarantee shall be valid for a period until one hundred and eighty (180) days from the Bid Close Date) (“**Expiry Date**”) and shall continue to be enforceable till all amounts under this Guarantee are paid. All the demands and claims by the Beneficiary under this Guarantee may be made in writing until three (3) months after the Expiry Date (“**Claim Period**”).

4. This Guarantee, herein contained, shall not be impaired or discharged or determined or affected by the liquidation or winding up, determination or change of constitution of the Bank, Bidder or Beneficiary or by any arrangement made between the Bidder and Beneficiary or by any alteration or amendment of the terms of usage of services, revision of the Bid Security or by any alteration in the obligations undertaken by the Bidder or by any forbearance as to time, performance or otherwise but shall in all respects and for all purposes be binding and operating on us with respect to such monies as demanded by the Beneficiary. We shall not be relieved from our obligations and liability under this Guarantee, by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder to give such matter or thing whatsoever, which under the law relating to sureties would but for this clause/provision have effect of so relieving us.

5. All payments made hereunder shall be free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions, whatsoever and by whomsoever imposed.

6. Any demand certificate, notice or any other communication under this Guarantee shall be in writing, and (i) by facsimile message, (ii) sent by person or (iii) sent by courier or (iv) sent by registered post on or before the expiry of Claim Period, at the following addresses:

Designation:

Branch Address:

Tel. no.:

Fax no.:

Email ID:

7. All such demand certificates, notices and communications shall be effective only if received by the Bank on or before the expiry of Claim Period

- (i) if sent by fax, when received with the correct answerback),
- (ii) if sent by person, when delivered and received at the above address,
- (iii) if sent by courier when received at the above address, and
- (iv) if sent by registered letter when received at the above address.

8. This Guarantee shall be irrevocable and we, the Bank, undertake not to revoke this Guarantee till its currency except the previous and express consent of the Beneficiary in writing.

9. Notwithstanding anything to the contrary as contained hereinabove,

- (i) at any given time our liability under this Guarantee is restricted to Rs.[●]/-
- (ii) this Guarantee shall be irrevocable and shall come into force on its execution,
- (iii) our liability under this Guarantee shall remain valid up to the Claim Period only whereafter all your rights under this Guarantee shall be forfeited and we shall be discharged from all liability hereunder.

10. All claims under this Guarantee will be made payable at the New Delhi branch of the Bank, presently located at [x] or any other branch located at Delhi.

11. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India.

12. The Bank represents that it has power and authority to validly execute and issue this Guarantee and the undersigned is duly authorized to execute and deliver this Guarantee and this Guarantee will be legally valid and binding and enforceable against the Bank.

IN WITNESS WHEREOF, this Deed of Guarantee has been signed on this the [●] day of [●] 2020.

EXECUTANT

WITNESSES:-

Signature Name Address

- 1.
- 2.

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

FORM –E

PART –B

BIDDER INFORMATION FORM

Bidder Information Form

Customer Category	:
<i>(For internal use only)</i>	
BIDDER INFORMATION FORM	
<u>BIDDER CREDENTIALS</u>	
NAME OF THE PARTY	:
CONTACT PERSON	:
MAILING ADDRESS	:
<i>(PIN No. Mandatory)</i>	

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

BILLING ADDRESS :
(PIN No. Mandatory)

GST No. & GST Address for billing :

CONTACT NO. :
CONTACT NO. :
-Landline
-Mobile

FAX NO. :

E-MAIL :

E-MAIL1 :

GST No.
(Enclose Copy)

PAN :
(Enclose Copy of PAN Card)
TAN No. :

RE CONTRACT NO. :

Dated:

FOR [●]

.
COMMERCIAL FUNCTION

SECTION –III

PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS

FORM –F

LETTER OF UNDERTAKING BY THE BIDDER

[This undertaking shall be provided by the Bidder]
[On the letter head of the Bidder. In case of the Bidder being a Consortium, separate letters in the same format shall be submitted on the letterhead of each of the Consortium Members]

[Date]

[•]

To,

Delhi International Airport Limited
New Udaan Bhawan, Opposite Terminal – 3
Indira Gandhi International Airport
New Delhi
India
Pin-110037

Kind Attn. : _____

Sub. : Letter of Undertaking by the Bidder

Ref. :RFP dated [•] issued by DIAL in relation to the VMRC

Dear Sir,

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Request for Proposal to design, finance, develop, construct and operate the Vehicle Repair and Maintenance Centre (VMRC) at Location; and to provide Services in accordance with the terms of the Concession Agreement at Indira Gandhi International Airport at New Delhi

We [please insert the full name of the Bidder] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP, the Schedules and the Annexures 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 Proposal are true copies of their respective original.

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

Or

[*In the case of the Affiliate of the Bidder or the Lead Member who fulfills the Financial Eligibility Criteria the following shall be also included.

We declare that our Affiliate, [**Insert name of Affiliate**] satisfies, and is compliant with the Financial Eligibility Criteria as set out under the RFP.

We declare that as on the date of submission of the proposal by the (*Name of the Bidder Company / Lead Member*), [**Insert name of Affiliate**], is the Affiliate company of the Bidder company or the Lead Member company in case of a Consortium.

We hereby also declare that effective from the date of this undertaking and during the term of the Concession Agreement, [**Insert name of Affiliate**] shall not or cause to transfer, create encumbrance or reduce its shareholding and/or its voting rights in the Bidder company or the Lead Member company (in case of the Consortium).

We hereby agree and undertake that our Proposal, in all respects is in compliance with the requirements of the RFP.

We undertake to incorporate the Concessionaire who shall execute the Concession Agreement along with us in the manner and within such period as may be required by DIAL and further undertake to abide by the terms and conditions of the Letter of Intent to Award and the Concession Agreement, in case we are declared as Selected Bidder.

We declare that there is no pending/previous litigation against us or otherwise having a financial implication of Rs. 10,00,000 (Rupees Ten Lakhs) or more or there is no pending/previous litigation against us or otherwise that would prevent us from making the Proposal or executing the Concession Agreement and fulfilling the terms and conditions of the RFP and the Concession Agreement or from execution of forms and deeds as may be required, in the event that, we are the Selected Bidder.

We further declare and confirm that we are aware of the required Approvals, licenses, permits and clearances to be obtained for undertaking our obligations for commencing and operating the Concession at the Location of the Airport, under the Applicable Laws and undertake to procure the same in a timely manner for the Concession to be effective.

We unequivocally convey our acceptance of the Concession Agreement and agree to incorporate the Concessionaire as a special purpose vehicle which will execute with the Concessionaire the Concession Agreement as per the format provided with this RFP within the timelines identified in this RFP.

We offer a Bid Security of Rs. Rs. 1,00,000/- (Rupees One Lakh only) to DIAL in accordance with the terms of this RFP and the Bid Security in the form of a Bank Guarantee is attached.

We agree and acknowledge that DIAL may invoke the Bid Security in accordance with the terms of the RFP.

We accept that in the event that the documents submitted by us along with the Proposal are found by DIAL to be inadequate/ false/ incorrect/ misleading/ incomplete, the Proposal 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 Proposal, is found out at a later stage after the signing of the Concession Agreement between the parties, it shall entitle DIAL to terminate the said signed Concession Agreement between the parties, including right to black-list us (Bidder) and/or the Concessionaire from 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 Proposal, 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 Proposal, or with regard to our resources, experience, and competence.

We further declare and confirm that we have never been declared indulged in corrupt, coercive, collusive and fraudulent practices in any bid process and have not been debarred/ blacklisted by Airports Authority of India (AAI) or Delhi International Airport Limited or any Government Authority pursuant to any activity undertaken with them.

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 RFP.

We acknowledge and confirm that all information submitted under the Proposal shall remain binding upon us and DIAL may in its absolute discretion reject or accept any Proposal, cancel the selection process and reject the Proposal.

We acknowledge that DIAL reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that DIAL is not bound to accept the highest or any Proposal.

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

Upon being issued the Letter of Intent to Award, we undertake to (a) fulfill the conditions specified in the Letter of Intent to Award including incorporation of the Concessionaire; (b) ensure that the Concessionaire furnishes the Security Deposit, or such other undertakings as are prescribed to be issued under and in accordance with the Concession Agreement and/or the Letter of Intent to Award, (c) Concessionaire executes the Concession Agreement upon completion of the conditions specified in the Letter of Intent to Award, (d) ensure compliance with our obligations as per the terms and conditions of the Concession Agreement and be liable and responsible for such compliance.

We declare that we/any Consortium member, or our/its associates are not a member of a/any Consortium submitting a Bid for the VMRC.

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 the Consortium members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.

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

We confirm that this RFP is confidential and personal to us and we will not disclose any information set out in this RFP to any person, association of persons or body corporate, except as permitted by DIAL.

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)

FORM – G

Confidentiality Undertaking
(To be executed on stamp paper of appropriate value)

This Confidentiality Undertaking (“Undertaking”) is made at New Delhi on this ___ day of _____, 2020 by:

_____, a company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered office at _____, represented by its authorised signatory _____ (hereinafter referred to as “**Recipient**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns).

In Favor of

Delhi International Airport Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at New Udaan Bhawan, Opposite ATS Complex, Terminal-3, IGI Airport, New Delhi-110037, India , (hereinafter referred to as “**DIAL**” which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns).

to assure the protection and preservation of confidential and/or proprietary information disclosed by DIAL to the Recipient.

The Recipient agrees to undertake as set out herein:

This Undertaking is effective from the date of execution of this Undertaking by the Recipient.

- 1. Confidential Information:** The term “Confidential Information” shall mean and include, without limitation, the RFP and everything contained therein, all documentation, data, particulars of the works 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 RFP, as being confidential information of DIAL.
- 2. Exceptions:** The term “Confidential Information” shall 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 information under this Clause 2, without giving prior written notice to DIAL of the relevant circumstances which the Recipient believes confer a right to disclose such information and DIAL has had a reasonable period to rebut these circumstances.
- 3. Purpose:** The Recipient shall use Confidential Information solely for purpose of analysing the scope of works and for submitting it Bid in response to this RFP (hereinafter

referred to as “**Authorized Purpose**”) and for no other purpose. The Recipient shall not use Confidential Information for any purpose other than the Authorized Purpose.

4. Use: The Recipient shall:

- (a) use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose;
- (b) preserve the secrecy of the Confidential Information;
- (c) not disclose the Confidential Information to any employee except to those having a need to know the same for the Authorized Purpose and shall be responsible and obligated for its employees’ compliance with this Undertaking;
- (d) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the Recipient shall give DIAL reasonable prior written notice of such disclosure and, where required, assist DIAL to resist such order;
- (e) immediately notify DIAL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information; and
- (f) return to DIAL all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived there from, whether prepared by the Recipient or not) upon receipt of the written request of DIAL.

5. Ownership: The Confidential Information is the property of DIAL and/or its associates. Nothing in this Undertaking shall be construed as granting to the Recipient or any other person, any property rights, by license or otherwise any right, to any Confidential Information disclosed pursuant to this Undertaking, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

6. Remedies: The Recipient agrees that any breach or a threatened breach by the Recipient of its undertakings and obligations under this Undertaking will cause irreparable injury to DIAL and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to any remedies that may be available, under Applicable Law, in equity or otherwise, DIAL shall be entitled to seek temporary and permanent injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Undertaking.

7. Duration: The Recipient’s obligations under this Undertaking shall be continuous and shall not lapse.

8. Definitive Commitment: Recipient acknowledges and agrees that no contract or agreement with respect to or in connection with the Authorized Purpose shall be deemed to exist unless and until DIAL and Recipient execute and deliver a final definitive agreement relating thereto (the “**Definitive Commitment**”). DIAL and Recipient further agree that unless and until DIAL and Recipient shall have executed

and delivered a Definitive Commitment, neither DIAL nor Recipient shall be under any legal obligation of any kind whatsoever except for the matters specifically agreed to herein. DIAL and Recipient shall have the liberty to negotiate and enter into similar kind of arrangements with any third party and this Undertaking shall not be deemed to have been entered into on exclusivity basis.

9. **Waiver:** DIAL's failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.
10. **Publicity:** The Recipient must not make any press or other public statements (which includes announcements and releases) relating to this Undertaking, the Confidential Information and/or the Authorized Purpose.
11. **Severability:** If any of the provisions of this Undertaking is found to be invalid for any reason whatsoever, such invalidity shall not affect the validity and operation of the other remaining provisions of this Undertaking.
12. **Laws:** This Undertaking, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Undertaking shall be governed by the laws of India.
13. **Forum:** The Recipient shall submit to the exclusive jurisdiction of the courts at New Delhi, India to adjudicate any dispute arising out of this Undertaking, to the exclusion of other courts.

IN WITNESS WHEREOF the Recipient have caused this Undertaking to be signed by its duly authorised representative as of the date, month and year first above written.

<p>SIGNED AND DELIVERED by Recipient</p> <p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Place:</p> <p>Date:</p>	<p><u>Witnessed by:</u></p>
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SECTION –IV

DEFINITIVE FORMATS FOR SUCCESSFUL BIDDER

DEFINITIVE FORMAT –1

CONCESSION AGREEMENT

(The Format 1- Concession Agreement is provided separately)

[The Concession Agreement contains scope of the Concession to be granted to the Concessionaire along the terms and conditions of its implementation.]

CONCESSION AGREEMENT

FOR

**DESIGNING, FINANCING, DEVELOPING, CONSTRUCTING
AND OPERATING VEHICLE REPAIR AND MAINTENANCE
CENTRE (VRMC) AND PROVIDING SERVICES**

BETWEEN

DELHI INTERNATIONAL AIRPORT LIMITED

AND

[•]

(“SELECTED BIDDER/S”)

AND

[•]

(“CONCESSIONAIRE”)

EXECUTED AT

NEW DELHI

ON

[•]

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is made and executed at New Delhi on this [•] day of [•], 2020

BY AND BETWEEN

DELHI INTERNATIONAL AIRPORT LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at New Udaan Bhawan, Opposite Terminal - 3, Indira Gandhi International Airport, New Delhi - 110 037 (hereinafter referred to as “**DIAL**” which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) **OF FIRST PART;**

AND

[•]¹, a company incorporated under the Companies Act, 2013/1956 and having its registered office at [•] (hereinafter referred to as the “**Selected Bidder/s**” which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) **OF SECOND PART**

AND

[•], a company incorporated under the Companies Act, 2013 and having its registered office at [•] (hereinafter referred to as the “**Concessionaire**” which expression, unless repugnant to the

¹ It shall be suitably modified after the issue of LOIA to reflect bid specific particulars in relation to the Selected Bidder.

context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) **OF THIRD PART**

DIAL and the Concessionaire shall be hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. AAI (*defined hereinafter*) and DIAL have entered into and executed the OMDA (*defined hereinafter*), pursuant to which AAI has granted to DIAL, the exclusive right and authority, during the term of the OMDA (including any renewal thereof), to operate, maintain, develop, design, construct, modernize, finance and manage the Airport (*defined hereinafter*).
- B. DIAL has a vision to build, operate and manage an airport of international standards with emphasis on world class development and expansion and world class airport management.
- C. Pursuant to the above vision, DIAL proposes to set up and operate VMRC (*as defined hereunder*) at the Location (*as defined hereunder*). DIAL decided to appoint an entity by way of a bidding procedure for undertaking the VMRC Project whereby the said entity shall (i) design, finance, develop, construct and set-up the VMRC; (ii) operate maintain and manage the VMRC; and (iii) provide Services (*as defined hereunder*) during the Concession Period. Thereafter, DIAL initiated the process to appoint an entity and invited the bidders in respect thereof *vide* Request for Proposal dated [•] (“**RFP**”).
- D. After completion of the bidding process, Selected Bidder emerged as the successful bidder in terms of the RFP. DIAL had informed the Selected Bidder of the same *vide* its letter of intent award dated [•] (“**LOIA**”).
- E. Selected Bidder formed a special purpose company in the name of the Concessionaire, in accordance with the terms of the RFP for execution of this Agreement and has requested DIAL to accept it as the Concessionaire which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOIA including the obligation to enter into this Agreement pursuant to the LOIA. DIAL has agreed to the said request of the Selected Bidder and has accordingly agreed to enter into this Agreement with the Concessionaire for undertaking the VMRC Project at the Airport, subject to and on the terms and conditions set forth hereinafter
- F. The Concessionaire shall accordingly, develop international standard VMRC at the Location in a timely and efficient manner with requisite Performance Standard (*hereinafter defined*) and Service Standards (*hereinafter defined*) and provide Services as set forth in this Agreement and in accordance with Applicable Law and Good Industry Practice.
- G. The Parties wish to enter into this Agreement, to set out the manner in which the Concession shall be undertaken and implemented by Concessionaire subject to and in accordance with the terms of this Agreement and to the satisfaction of DIAL.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. In this Agreement (and the Recitals to it) words and expressions shall have the meanings assigned to them herein, in the Concession Agreement Data Sheet (“**CA Data Sheet**”) and the General Conditions of Contract referred to below.
2. Relying and acting upon the representations, warranties and covenants of the Concessionaire as more particularly set out in this Agreement, DIAL hereby grants the Concession to the Concessionaire for the duration of the Concession Period, subject to and on the terms and conditions as set out under this Agreement, and the Concessionaire hereby accepts the same.
3. The following documents do and shall be deemed to comprise this Agreement:

Documents		
1.	CA Data Sheet	
2.	Part A - Specific Conditions of Contract (including Schedule I - V)	
	- Concession Fee	Schedule I
	- Location (with layout plan and area)	Schedule II
	- Shareholding Pattern of the Concessionaire	Schedule III
	- Concept of VMRC	Schedule IV
	- Conceptual Development Plan	Schedule V
3.	Part B - General Conditions of Contract (including Annexure A - G)	
	- General Clauses	
	- Fire Safety Regulation	Annexure A
	- Insurances	Annexure B
	- Charges	Annexure C
	- Service Standards	Annexure D

	- Environmental Requirements	Annexure E
	- Basic Development Requirements	Annexure F.
	-Completion Parameters	Annexure -G

WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS AN AGREEMENT BY THE PARTIES ON THE DAY AND YEAR MENTIONED ABOVE AND IN ACCORDANCE WITH THE LAWS OF INDIA

SIGNED AND DELIVERED BY DELHI INTERNATIONAL AIRPORT LIMITED	<u>Witnessed by:</u>
Name:	Name:
Designation:	Designation:
Signature	Signature

<p>SIGNED AND DELIVERED BY [•]</p> <p>Name:</p> <p>Designation:</p> <p>Signature</p>	<p><u>Witnessed by:</u></p> <p>Name:</p> <p>Designation:</p> <p>Signature</p>
<p>SIGNED AND DELIVERED BY [•]</p> <p>Name:</p> <p>Designation:</p> <p>Signature</p>	<p><u>Witnessed by:</u></p> <p>Name:</p> <p>Designation:</p> <p>Signature</p>

CONCESSION AGREEMENT - DATA SHEET ('CA DATA SHEET')

Sr. No.	Particular / Definition	Reference / Meaning
1.	Concession	shall mean authority to (i) design, finance, develop, construct and set-up the VMRC; (ii) to operate maintain and manage the VRMC based on the terms of this Agreement; and (iii) to provide Services during the Concession Period as per this Agreement.
2.	Location	Shall mean land admeasuring approximately 600 sqm as set out in Schedule II .
3.	Concept	VMRC Project as detailed in Schedule IV .
4.	Effective Date	Date of the execution of this Agreement
5.	Handover Takeover Date/Access Date	Shall mean the date on which physical possession of the Location is handed-over to the Concessionaire by way of a hand over take over document or document for granting permission to access the Location which shall be duly signed by both the Parties.
6.	Lock in Period	shall mean a period of 2 (two) years from the Effective Date, during which the Concessionaire will not be entitled to terminate this Agreement
7.	Audit Firm(s)	Shall mean audit firm(s) of repute appointed by Concessionaire from time to time.
8.	Security Deposit	Shall mean an amount equivalent to six (06) months' License Fee submitted by Selected Bidder (in accordance with the terms of RFP) and to be maintained by the Concessionaire as per terms of this Agreement.

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

9.	Concessionaire Contact Details	Name: [•] Designation: [•] E-mail: [•] Fax: [•] Postal Address: [•] Contact Number: [•]	
10.	Concessionaire's Representatives	Name: [•] Designation: [•] Phone: [•] Email id: [•] Any change in the Concessionaire's Representatives mentioned above shall be informed to DIAL.	
11.	Concession Fee	Shall be aggregate of the following: A. Revenue Share on Gross Revenue) (" Concession Fee A ") B. License Fee (" Concession Fee B ") as detailed in Schedule I	
12.	Charges (Annexure C)	Utility Charges at the Location from the Effective Date/Access Date	As per actual consumption
		Common Area Charges including common area electricity charges for provisioning of electricity in the common area and maintenance charges towards, provision of housekeeping,	For the FY 20-21, the CAC shall be paid by the Concessionaire @ Rs. 600 per sqm annually (Rupees Six Hundred only) This CAC shall be escalated at the rate of

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

		cleanliness, repair, maintenance, and solid waste management services, etc. in the common area.	7.5 % every Financial Year on April 1.
	IT Charges	<p>Shall mean the charges for IT services as may be levied by IT Service Provider at the Airport from time to time, if IT services are availed by the Concessionaire.</p> <p>The Concessionaire shall execute the IT agreement with the authorized entity without any delay, if IT services are availed by the Concessionaire.</p>	
13.	Facilities (VMRC)	As detailed in Schedule IV	
14.	Service Standards	As mentioned in Annexure D.	
15.	Revenue Share Percentage	Shall be [•]% of Gross Revenue payable by the Concessionaire to DIAL as provided in Schedule I Table A.	

PART A
SPECIFIC CONDITIONS OF CONTRACT

Schedule I
Concession Fee

1. In consideration of the Concession, the Concessionaire shall pay the Concession Fee in accordance with this Schedule.
2. The Concession Fee A shall mean Revenue Share Amount.

Concession Fee A shall be calculated and payable in the manner as set out hereunder.

Table A

Year (Y)*	Revenue Share percentage payable on monthly Gross Revenue.
Y1	
Y 2	
Y 3	
Y 4	
Y 5	

**Notwithstanding anything contained anywhere in this Agreement or elsewhere (including tender documents), with regard to Concession Fee A, 'Year/Y' shall mean a period of twelve consecutive months, wherein the first Year shall commence from the COD and end on the last day of the 12th month from the date thereof. Eg. COD is achieved on November 1, 2020. Year 1 shall be commencing from November 1, 2020 and will be ending on October 31, 2021. Thereafter, Year 2 will be commencing from November 1, 2021 and will be ending on October 31, 2022 and so on.*

3. Concession Fee B shall mean the License Fee payable by the Concessionaire annually for use of the Location on license basis. License Fee shall be an absolute sum calculated at the rate of Rs. 9,100.00 (Rupees Nine Thousand One Hundred only) per sq. mtr. per annum for Financial Year 2020-21 payable by the Concessionaire from the Access Date to DIAL during the Concession Period in respect of the Location on such terms as more specifically provided herein. It is clarified that for the Financial Year 2020-2021, the Concession Fee B shall be paid from the Access Date up to 31.3.2021.
4. The License Fee payable to DIAL shall be subject to an upward revision on Financial Year to Financial Year basis at the rate of 7.50% per annum during the Concession Period. For avoidance of doubt it is herein clarified that the escalation in License Fee shall be applicable from 01st day of April each Financial Year and the first of such escalation is effective from 01.04.2021. The Concession Fee B shall be paid annually in advance in the month of April of every Financial Year.

Schedule II
Location

Location	Area in sqm (approx.)
Land parcel adjoining NH-8, Opposite DIAL Nursery, Aerocity, IGI Airport, New Delhi – 110 037	600.00

Layout



--- Existing Access roads

VMRC Location

Schedule III

Shareholding Pattern of the Concessionaire as on Effective Date

Name of the Shareholder	Percentage of Holding (%)
TOTAL:	100.00

Schedule IV

Concept of VMRC Project

A. Concept

To design, finance, develop, construct, and operate the VMRC, in line with Good Industry Practice for catering the needs of the Users.

The Concessionaire shall design and develop the above facilities of the VMRC in accordance to the Conceptual Development Plan, Initial Development Plan and Basic

Development Requirements. Basic Development Requirements is as stipulated in Annexure -F.

B. Scope:

The Concession for the VMRC Project shall mean and include the project undertaken at the Location by the Concessionaire on non-exclusive basis to:

- (d) design, finance, develop, construct and set-up the VRMC;
- (e) to operate, manage and maintain the VRMC;
- (f) to provide Services.

The Concessionaire shall be responsible for the provision and development of all the utilities like power supply, water supply, MEP systems, IT systems required within the VMRC and its connections to the nearby tapping points available in the vicinity of the Location to be identified by DIAL.

C. Services

1. Maintenance services for 2 wheelers
 - a. All key maintenance services as per industry standards to be provided.
2. Repair services for 2 wheelers
 - a. All key maintenance services as per industry standards to be provided.
3. Maintenance services for 4 wheelers
 - a. All key maintenance services as per industry standards to be provided.
4. Repair services for 4 wheelers
 - a. All key maintenance services as per industry standards to be provided.

Schedule V

Conceptual Development Plan

(As submitted by the selected bidder as part of the their technical proposal)

PART B

GENERAL CONDITIONS OF CONTRACT

GENERAL CLAUSES

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, the following expressions shall have the meaning stated herein:

“**AAI**” shall mean the Airports Authority of India constituted under the Airports Authority of India Act, 1994;

“**Access Date**” shall mean the date on which DIAL provides (in writing) to the Concessionaire, the access to the Location, which shall be ‘**Hand Over Take over Date**’ as prescribed in CA Data Sheet;

“**Affected Party**” shall have the meaning ascribed to it in Clause 15.1.3;

“**Affiliate**” with respect to an Entity means any person which, directly or indirectly, (a) Controls such Entity, (b) is Controlled by such Entity, or (c) is Controlled by the same person who, directly or indirectly, Controls such Entity;

“**Agreement**” or “**Concession Agreement**” shall mean these presents with all the annexures and schedules attached hereto and shall include any written modifications thereof from time to time, in terms hereof;

“**Airport**” shall mean the Indira Gandhi International Airport at New Delhi and includes all its land, buildings, equipment, facilities and systems;

“**Applicable Laws**” shall mean all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments or decrees passed by any court of India or other requirements or official directive(s) of any governmental authority or person acting under the authority of any governmental authority, and / or of any statutory authority including the Municipal Corporation of Delhi, the Delhi

Development Authority, Delhi Cantonment Board and other municipal, or local authorities, Bureau of Civil Aviation (BCAS), Ministry of Civil Aviation(MoCA), Director of General Civil Authority (DGCA), Central Industrial Security Force (CISF) or of any Governmental Authorities, AAI and by-laws, rules, orders, protocols, codes, guidelines, policies, notices, directions as issued by DIAL, OMDA, as may be in force and effect during the subsistence of the Agreement;

“Approvals” shall mean all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of the Concession Agreement, and all other approvals as may be required to execute, give effect to, and perform this Agreement including but not limited to the approvals from Airport authorities and the approvals and consents required under OMDA and approvals and consents required from DIAL or any other authority pursuant to this RFP or the Concession Agreement, including any third party approvals as may be required by the Concessionaire for the purpose of undertaking the Concession;

“Basic Development Requirements” shall mean the requirements as set out in Annexure – F.

“Audit Firm” shall be the audit firm(s) appointed by Concessionaire from time to time;

“Business Day” shall mean any day between 9 a.m. and 6 p.m., (other than a Saturday or Sunday or a public holiday) on which banks in New Delhi, India are open for general business;

“Charges” shall consist of the charges as set out in CA Data Sheet;

“Commercial Operation Date” or **“COD”** shall mean the date which is 90 days from the Effective Date, which shall be achieved after obtaining Completion Certificate;

Common Area Charges shall mean the charges payable by the Concessionaire for the purposes of provisioning of electricity in the common area and the charges towards, maintenance and provision of housekeeping, cleanliness, repair and solid waste management services, etc. in the common area.

“**Completion Certificate**” shall mean the certificate issued by DIAL, upon achievement of all Completion Parameters as detailed out in **Annexure -G**;

“**Completion Parameters**” shall mean the parameters as listed in **Annexure - G**;

“**Concept**” shall be the name of concept of VMRC Project as provided in **Schedule IV**;

“**Conceptual Development Plan**” shall mean the layout(s), for the design, construction, development, operations, management and maintenance of the VMRC, subject to the Basic Development Requirements, as provided in **Schedule V**;

“**Concession**” shall have the meaning as ascribed to it in the CA Data Sheet;

“**Concession Period**” shall mean the term of the Concession, which shall be for the period of 5 (five) years commencing from the Effective Date, unless terminated earlier in accordance with the terms and conditions of this Agreement;

“**Concession Fee**” shall have the meaning as ascribed to it under **Schedule I** hereof;

“**Confidential Information**” shall have the meaning ascribed to it in Clause 24;

“**Control**” with respect to any person, shall mean:

- (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by agreement or otherwise, or
- (b) the power, direct or indirect, to elect or appoint majority of directors of such person, or
- (c) the possession, directly or indirectly, of voting rights or interest of more than 50% in such person;

and "Controlling" and "Controlled by" shall be construed accordingly.

“**Cure Period**” shall have the meaning assigned to it in Clause 13.1.2 hereof;

“**Day**” or “**day**” means a calendar day of 24 (twenty four) hours measured from midnight to the next midnight;

“**Dispute**” shall have the meaning ascribed to it in Clause 18.1 hereof;

“**Effective Date**” shall have the meaning as ascribed to it in the CA Data Sheet;

“**Entity**” shall mean an entity competent to enter into contract under the Indian Contract Act, 1872 and incorporated under the provisions of Applicable Law, including the Companies Act, 1956 / Companies Act, 2013;

“**Environmental Requirements**” shall mean the environmental requirements as set out in this Agreement which the Concessionaire is required to comply with during the Concession Period, including but not limited to the requirements as set out in **Annexure - E**.

“**Financial Year**”/“**FY**” shall mean a period of twelve consecutive months commencing from the first day of April of any year. Provided that the first Financial Year shall mean the period commencing from the date of execution of this Concession Agreement and ending on the immediately succeeding 31st (thirty first) day of the month of March. Further provided that if this Agreement terminates prior to the end of a Financial Year, the period from the commencement of that Financial Year till the date of termination of the Agreement shall be construed as a Financial Year.

“**Force Majeure**” shall have the meaning ascribed to it in Clause 15 hereof;

“**Good Industry Practice**” shall mean the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would be expected from a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them, of the works of the type, nature and scope similar to that under this Agreement;

“**GoI**” shall mean the Government of India and any of its agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of Government of India;

“**GoNCTD**” shall mean the Government of National Capital Territory and any of its agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GoNCTD;

“**Governmental Authority/ies**” shall mean any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the Agreement, including the GoI or GoNCTD or any other regulatory authority appointed by the GoI or GoNCTD having jurisdiction in relation to the subject matter of this Agreement under Applicable Law;

“**Gross Revenue**” shall mean all and any revenue and amount generated, earned /or accrued to the Concessionaire, directly or indirectly in relation to the Concession. Notwithstanding the generality of the above, Gross Revenue shall include, but not be limited to (i) all amount generated, earned and/or accrued from the activities as per the Concession; (ii) any other consideration or benefit of any kind received by the Concessionaire; (iii) any income generated, earned and/or accrued from all investments; (iv) any interest, dividend, royalty accruing to or received by the Concessionaire; (v) any proceeds under an insurance or from a third party received by the Concessionaire against indemnification for loss of revenue, business, profit, goodwill; (vi) any revenue billed but not accrued, any revenue accrued but not billed and any revenue billed but not received by the Concessionaire.

The following shall be deducted for the computation of the Gross Revenue:

- iii. any and all applicable tax(es) to the extent as included in (i) to (vi) above payable by the Concessionaire with respect to the activities under the Concession Agreement;
- iv. monies referred to in exclusion above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the Government Authority promptly and diligently and any fine, penalty or other amounts of similar nature that may accrue/payable as a result of non-payment or delayed payment of such monies under the Applicable Laws, will not be excluded;

Provided further that in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Gross Revenue, the decision of DIAL, at its sole discretion, shall be final.

“**Indemnified Persons**” shall have the meaning ascribed to it in Clause 10 hereof;

“**Initial Development Plan**” shall mean the design(s), drawing(s), layout(s), plan(s), approach and methodology for the designing, construction, financing, development, operations, management and maintenance of the VMRC at the Location, as submitted by the Concessionaire within 15 (fifteen) days from the Effective Date and as approved by DIAL;

“**IT Charges**” shall mean the IT charges as detailed in CA Data Sheet;

“**IT Service Provider**” shall mean entity approved by DIAL, for providing IT Services at the Airport;

“**License Fee**” shall mean the fee payable by the Concessionaire to DIAL for grant of Location on license basis to the Concessionaire as more particularly described in **Schedule I** hereof;

“**Liquidated Damages**” shall have the meaning ascribed to it in Clause 33;

“**Lock-in Period**” shall have the meaning as ascribed to it in the CA Data Sheet;

“**Location**” shall have the location detailed and identified in **Schedule II** hereof;

“**Loss**”/“**Losses**” shall mean any kind of (including direct, indirect and consequential) losses, damages, liabilities, obligations, deficiencies suffered or likely to be suffered by DIAL or any claims, proceedings, action or demands, injunctions, orders, judgements or awards, including any costs and expenses incurred or likely to be incurred by DIAL in relation to such proceedings (including attorney fees as may be incurred by DIAL);

“**Month**” means a Gregorian calendar month;

“**OMDA**” means the Operation, Management and Development Agreement dated April 4, 2006 signed between AAI and DIAL;

“**Performance Standards**” shall mean the service performance standards to be achieved by the Concessionaire for ensuring compliance with DIAL’s obligations under OMDA, in so far as such obligations relate to performance of the Concession;

“**Revenue Share Amount**” shall mean the absolute amount computed by applying the Revenue Share Percentage to the Gross Revenue that shall be payable by the Concessionaire to DIAL in accordance with the terms of the Concession Agreement.

“**Revenue Share Percentage**” shall mean such percentage quoted by the Selected Bidder in its Financial Proposal.

“**Security Deposit**” shall have the meaning as ascribed to it in the CA Data Sheet;

“**Selected Bidder/s**” means the bidder selected by DIAL, as per the terms of the RFP.

“**Services**” shall mean and include the services to be provided by the Concessionaire as more particularly mentioned in the **Schedule IV**, in accordance with the terms of this Agreement.

“**Service Standards**” shall have the meaning as ascribed to it under the CA Data Sheet;

“**Taxes**” shall mean applicable national, local or foreign tax on gross income, gross receipts, sales, use, ad valorem, value-added, goods and service tax, capital gains,

transfer, duties of custom and excise, stamp duty or other taxes, fees, cess, assessments or charges or demand of any kind whatsoever, together with any interest and any fines, penalties, additions to tax or additional amount with respect thereto and **“Taxation”** or

“Tax” shall have a corresponding meaning;

“Users” shall include ground handling service providers, cargo operators, general aviation service providers, airlines, freight forwarders;

“Vehicle Maintenance and Repair Centre”/ “VMRC” shall mean the facility to be developed/developed to maintain and repair of 2 wheelers and 4 wheelers of Users.

“VMRC Project” shall mean designing, financing, developing, constructing, and operating the VMRC and provision of Services by Concessionaire.

In this Agreement, the expressions shall have the meaning stated in Clause 1.1 of the General Clauses and this Agreement shall be interpreted in accordance with the rules of interpretation as stipulated in Clause 1.2 of General Clauses.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular number shall include the plural and vice versa;
- (b) Heading and bold typeface are only for convenience and shall not affect the construction of this Agreement;
- (c) In case of conflict between two or more clauses/sub-clauses, the clause/sub-clauses providing a stricter compliance or obligation on the Concessionaire shall prevail;
- (d) References to the word “include”, “including” or “such as” shall be construed without limitation;

- (e) References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented;
- (f) A reference to a Clause or Schedule is, unless indicated to the contrary, a reference to a clause or schedule of this Agreement;
- (g) Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- (h) The Schedules to this Agreement shall form an integral part of this Agreement and shall be read along with this Agreement;
- (i) In addition to terms defined in Clause 1.1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires;
- (j) Any consent or approval required from DIAL under this Agreement shall mean the prior written consent of DIAL; and
- (k) Doctrine of Contra Proferentem shall not be applicable.

2. CONCESSION

2.1. Grant of Concession

2.1.1 DIAL, relying on the representations, warranties and covenants of Concessionaire as more particularly set out hereunder and in consideration of payment to DIAL and/or its respective appointed and/or nominated parties, the Revenue Share Amount, License Fee and other payments as specified under this Agreement and performance of all obligations of the Concession as are required in the manner and upon the terms and conditions as set out under this Agreement, hereby grants the Concession to Concessionaire, on a non-exclusive basis, for the Concession Period, in order to undertake and discharge its rights and obligations as mentioned in this Agreement. Notwithstanding the above, DIAL hereby reserves its right to grant one or more further concessions for the VMRC at the Airport. Concessionaire hereby accepts the Concession on the terms and conditions as set out under this Agreement.

2.1.2 This Agreement shall not create any tenancy rights or any other right, title, easement or interest of any kind or nature whatsoever in respect of the Location in favour of Concessionaire other than as described herein below and Concessionaire acknowledges, agrees and accepts that DIAL

does not grant and has not granted any other right pursuant to this Agreement, except the limited right to use the Location for the purpose of implementing the Concession and DIAL has not made any representation as to the suitability of the Location for such purpose or the profits to be generated from the implementation of the Concession. DIAL shall be in exclusive possession and full charge and control of the Location at all times and shall at all times have free and unobstructed access to the Location.

- 2.1.3 The Location shall be provided to Concessionaire on an “as-is” and “where-is” basis on the Access Date.
- 2.1.4 Concessionaire acknowledges and represents that, Concessionaire does not rely upon any representations made by DIAL or any employees of officers or agents or representatives of DIAL, or any clarifications that may have been sought by Concessionaire or any other person at any time, and has made its own independent evaluations for entering into this Agreement.
- 2.1.5 Concessionaire further acknowledges, agrees and confirms that DIAL has not made any representation in any manner express or implied, as to the suitability of the Location, with respect to the scope of the business and the profitability at the Location and Concessionaire shall not have any right (and hereby waives any such rights) to bring any claim against, or recover any compensation or other amount from DIAL. The grant of the license under this Agreement does not restrict or limit any / all rights of DIAL to grant similar rights to any party/person/entity, whomsoever, at other space or any location or place. Under any circumstances, DIAL shall not be liable or responsible to the Concession or to any other entity whomsoever, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. Concessionaire shall not be entitled to claim any direct or indirect damages, costs, expenses, *inter alia*, for loss of business, loss of investment, loss of opportunity whether upon earlier termination or determination of this Agreement or otherwise, howsoever and whatsoever caused.
- 2.1.6 In accordance with the above, DIAL hereby grants to Concessionaire, from the Effective Date, the right to design, finance, develop, construct, and operate the VMRC and for provision of Services by Concessionaire at the Location subject to and in accordance with the provisions of this Agreement and all Applicable Laws and Approvals.
- 2.1.7 The Concessionaire agrees that in case the Location is not under usage of the Concessionaire for the purpose it has been licensed or is left unattended for a continuous period of one month, the Concessionaire

shall lose the right of license and DIAL shall have the right to terminate this Agreement forthwith.

2.1.8 Services:

- a) The Concessionaire shall provide the Services to the Users during the Concession Period.
- b) The Concessionaire shall alone be responsible for complying with all the requirements and obtaining all the Approvals for undertaking and providing the Services to the Users, which shall always be in compliance with the Applicable Laws.
- c) The Concessionaire acknowledges that it is essential that it cooperates fully and in every possible and reasonable way with DIAL, airport contractors/concessionaires and all other entities providing services at the Airport, including the police and customs authorities, the fire services, the air traffic control, emergency services and with AAI, MoCA, DGCA, BCAS (collectively referred to as “**Airport Operation Entities**”) to ensure that the Airport functions seamlessly and without any impact on its operational efficiency. The Concessionaire undertakes and agrees to provide such cooperation to DIAL and the Airport Operation Entities as is necessary to ensure optimal operational efficiency of the Airport and shall comply with all reasonable requests and directions of DIAL in this regard.
- d) The Concessionaire acknowledges that the Services are critical to the effective functioning of the Airport and therefore agrees to provide the Services, round the clock i.e. on a 24 X 7 X 365 basis without any material interruption during the existence of this Agreement.

2.2. License of the Location

- 2.2.1 DIAL shall license the Location to Concessionaire for performing, executing, implementing and undertaking the Concession without creating any tenancy rights in favour of Concessionaire during the Concession Period in the Location.
- 2.2.2 Concessionaire shall be liable to pay License Fee in respect of Location handed over to it, in accordance with Clause 2.3 of this Agreement.
- 2.2.3 Notwithstanding anything contrary herein, the Concessionaire shall only have the right to design, finance, develop, construct, and operate the VMRC and to provide Services at/from the Location. All other rights

shall vest unequivocally with DIAL, including but not limited to, the following:

- (a) Advertisement and Branding Rights
- (b) Promotional Rights
- (c) Rights for services in air

- (a) **Advertisement and Branding Rights:** DIAL reserves the right to display advertisements and brands at the Airport. The Concessionaire shall only display such advertisements and brands at the VMRC as may be approved by DIAL from time to time in writing at DIAL's sole discretion at such additional charge as it may consider reasonable.
- (b) **Promotional Rights:** DIAL reserves all promotional rights at the Airport, including but not limited to, launching promotional programs anywhere at the Airport. DIAL may at any time during the Concession Period, launch promotional programs at the Airport and the Concessionaire shall participate in all such promotional programs. The Concessionaire shall not carry out any kind of self-promotional activity at the Location and/or in the VMRC without the prior written approval of DIAL, which DIAL may grant at its own discretion at such additional charge as it may consider reasonable.
- (c) **Rights for services in air:** The rights with respect to intangible based services, including but not limited to wireless fidelity, aroma, wavelength, frequencies etc., shall exclusively vest with DIAL.

2.3. Concession Fees

2.3.1 In consideration of the grant of Concession, the Concessionaire shall pay DIAL the Concession Fee in accordance with Schedule I of this Agreement. Unless a different mode is instructed by DIAL in writing, the Concession Fee shall be payable by way of online payment through Real Time Gross Settlement System ("RTGS") in favor of such account as may be prescribed by DIAL from time to time. In case if notified by DIAL, the Concessionaire shall be liable to make online payment of Concession Fees and other Charges, through by way of Electronic Clearing System ('ECS') mechanism. All necessary charges shall be borne by Concessionaire in this regard.

2.3.2 The Concession Fee paid by the Concessionaire to DIAL shall be exclusive of Taxes and all the Taxes shall be borne by the Concessionaire. The payment of Taxes in respect of the Concession Fee, the usage of the Location, operations of the authorized activities etc., shall be the obligation of the Concessionaire and shall be borne by the Concessionaire at its own risk and costs. It is clarified that the Concessionaire shall pay all applicable Taxes, including GST, for the activities undertaken at the Location to the relevant Governmental Authorities. Direct taxes including withholding tax on respective income shall be borne by the respective Parties. The Concessionaire shall bear the applicable property tax on the Location and pay the amount to respective Governmental Authorities during the Concession

Term. If DIAL pays such tax amount to Governmental Authorities, the Concessionaire hereby undertakes to pay /reimburse to DIAL such amount towards the recovery of said property tax for the duration of the Concession Period for which DIAL shall raise an invoice from time to time.

2.3.3 The Concession Fee shall be paid by the Concessionaire to DIAL in the following manner:

- a) The Revenue Share Amount, shall be paid by the 7th (seventh) day of every Month. Revenue Share Amount shall be payable immediately with effect from the COD by the Concessionaire at the Location.
- b) Additionally, the License Fee, for the use of Location, shall be payable annually by the Concessionaire to DIAL in the month of April of every Financial Year within 7 (seven) days from the date of raising of invoice by DIAL in this regard. First License Fee shall payable proportionally for that FY on the HOTO Date

2.3.4 It is agreed by the Parties that under any circumstances DIAL shall not take any responsibilities to recover the outstanding amount from the Users payable to Concessionaire. The Concession Fee payments under this Agreement to DIAL is irrespective of the payment received by the Concessionaire from the Users.

2.4. Payment Mechanism and Adjustment of Payments

2.4.1 Payment Mechanism

In the event of any default(s) in relation to any payment obligation of the Concessionaire under this Agreement, as may become due and payable by the Concessionaire to DIAL, DIAL shall have the right to terminate the Agreement as per Clause 13.1.2.

2.4.2 Not Used.

2.4.3 Self-Certification of Gross Revenue

The Concessionaire shall maintain books of accounts in English in accordance with Applicable Law and in a manner acceptable to DIAL, showing the gross sales and Gross Revenue. The Concessionaire shall provide DIAL a statement (along with itemized sales report/statement) on monthly basis (MIS statement) duly certified by its head of finance

showing gross sales and Gross Revenue not later than 3 (three) Business Days after the end of every Month (“**Self-Certified Gross Revenue**”).

2.4.4 Audit

The Concessionaire shall engage the services of the Audit Firm, at the Concessionaire’s own cost, for carrying out the quarterly audit of the accounts of the Concessionaire pertaining to the Location and VMRC, for the purpose of reconciliation of the Concession Fee paid by the Concessionaire with the Concession Fee payable on the basis of the audited statement. The Concessionaire shall submit to DIAL, audited statement from an Audit Firm on a quarterly basis (to be itemized monthly) showing Gross Revenue from the Location (“**Audited Gross Revenue**”) not later than 30 (thirty) days after the end of the respective quarter (or part thereof where applicable) and if so notified by DIAL, the said audited statement shall be provided in the format approved in writing or provided by DIAL. The Concessionaire shall also provide the details of the amount of insurance taken for the Concessionaire and the premium payable as insured amount for the Location.

Where there is a difference in the Self-Certified Gross Revenue for any month with the Audited Gross revenue for that month, the Concessionaire shall, along with the Audited Gross Revenue, submit to DIAL a statement in a format approved by DIAL, indicating the difference and the detailed reason therefor.

2.4.5 Reconciliation of Concession Fee

Upon reconciliation of the accounts, where it is found that the Self-Certified Gross Revenue are lower than the Audited Gross Revenue resulting in the Concessionaire having paid a lower Concession Fee, the Concessionaire shall be liable to pay the deficit amount along with an interest at the rate of 18% (eighteen percent) per annum, from the start of the Month to which such deficit relates, up to the date of payment of such deficit amount. The Concessionaire shall deposit the deficit Concession Fee along with the interest thereon within 15 (fifteen) days from such reconciliation. However, if upon reconciliation of accounts it is found that the revenue declared by the Concessionaire is higher than the actual revenue generated by the Concessionaire resulting in the Concessionaire having paid a higher Concessionaire Fee, DIAL shall adjust the differential amount in a manner as prescribed by DIAL.

2.4.6 Additional Audit

- a) DIAL may in its discretion at its own cost, conduct an additional audit of the accounts of the Concessionaire pertaining to the Location (“**Additional Audit**”). The Concessionaire undertakes to co-operate with DIAL and entities authorized by DIAL in the conduct of the Additional Audit, and for such purpose to provide access to the officials of DIAL and its authorized agencies to the books of accounts, audited/unaudited statements, audit rolls maintained by the Concessionaire and any other information as may be required by DIAL or its auditors for the purpose of Additional Audit.

- b) Pursuant to such Additional Audit if any difference is discovered in the accounts as maintained by the Concessionaire and the accounts as submitted to DIAL, then, within 15 (fifteen) days of the date of such audit report:
 - i. the Concessionaire shall be liable to pay the difference in the Concession Fee, as reflected by Additional Audit in comparison to Self-Certified Gross Revenue /Audited Gross Revenue,
 - ii. the Concessionaire shall be liable to pay an interest at the rate of 18% per annum on the amount payable under Clause 2.4.6 (b)(i) from the start of the Month to which such shortfall relates up to the date of payment of such deficit amount,
 - iii. the Concessionaire shall recompense DIAL for the cost incurred in the Additional Audit, and
 - iv. DIAL may, at its discretion, terminate this Agreement without any further notice to the Concessionaire, in the event the difference in the amount recoverable under Clause 2.4.6 (b)(i) is more than 10% of the Revenue Share Amount received by DIAL for the relevant duration.

3. CONCESSIONAIRE'S OBLIGATIONS

- 3.1. The Concessionaire shall take access of the Location on the Access Date by signing the Hand-Over-Take-Over notice on the same day when access to the Location is offered by DIAL. Further, the Concessionaire shall provide written intimation to DIAL at least 3 (three) days prior to the commencement of operation from the Location after having obtained all necessary Approvals required for commencement of the operations. If Concessionaire is availing the IT Services, then the Concessionaire shall immediately sign the agreement with the IT service provider at the Airport for the provision of services ('IT Services') as part of VMRC at Location failing which DIAL reserves the right to rescind the Concession granted hereunder this Agreement.
- 3.2. The Concessionaire shall only provide authorized Services from the Location in accordance with the terms and conditions of this Agreement, Applicable Laws, Approvals and Good Industry Practice and pay DIAL the Concession Fee, and such other charges and fees as specified in the Agreement.
- 3.3. Concessionaire is not allowed and shall not allow to create encumbrance or charge over or otherwise transfer or dispose of all or any part of the Location. The Concessionaire, shall not sub-license, sub-contract without prior written consent of DIAL.
- 3.4. In no event the Concessionaire shall use the address of the Location as its registered office.
- 3.5. At any time during the Concession Period, the Concessionaire shall refurbish or renovate at its costs the VMRC or any part thereof at its own cost, only with DIAL's prior written approval and the Concessionaire shall abide by the conditions of DIAL's approval.
- 3.6. The Concessionaire shall ensure removal of all debris and other waste(s), which will get generated or may arise from performance of Services by the Concessionaire, at all times, and shall not dump the same within the Airport premises. In addition, the Concessionaire shall ensure that the cleanliness is maintained at the space and surroundings from where the Services is being provided by it. As one of the beneficiaries of the Airport premises and its facilities, the Concessionaire agrees to keep the common areas in clean and maintained condition at all times. Failure by the Concessionaire in observing cleanliness will make it liable for compensation to DIAL.

4. GENERAL AUDIT RIGHTS

- 4.1. DIAL may in its discretion and at its own cost, conduct an independent audit of books of accounts, quality, safety, cleanliness conditions at the Location and/or VMRC for performance of the conditions of the Concession. The Concessionaire undertakes to co-operate with DIAL and its representatives/ officials/employees/agents in the conduct of the independent audit, and for such purpose to provide access to the representative/employees/officials of DIAL or its agents to the Location/ VMRC, to allow DIAL or its representative/employees/officials/agents to inspect and have access, at any time, to the books of accounts, audited/unaudited statements, audit rolls maintained by the Concessionaire.

5. SECURITY DEPOSIT

5.1. Security Deposit

- 5.1.1. The Selected Bidder/s has paid to DIAL interest free refundable Security Deposit for the due performance and compliances of all obligations by the Concessionaire under this Agreement, by way of a demand draft bearing no. [•] drawn on a scheduled bank or by way of RTGS in favour of “Delhi International Airport Limited”.
- 5.1.2. The Concessionaire shall ensure that the amount of Security Deposit, as may be revised from time to time depending on the License Fee rate, shall be maintained throughout the Concession Period. In case of any deduction or utilization of the Security Deposit in accordance with terms of this Agreement, the Concessionaire shall replenish the Security Deposit within 7 (seven) Business Days of written communication by DIAL, by such an amount so as to restore the quantum of Security Deposit to its defined amount.
- 5.1.3. In the event of non-replenishment of Security Deposit under Clause 5.1.3, DIAL shall have the right to take such action as deem fit and proper including but not limited to the termination of this Agreement, as per the provisions of Clause 13.
- 5.1.4. The Security Deposit, after making such deductions and adjustments as may be required under this Agreement for any amounts as may be payable by the Concessionaire to DIAL under this Agreement, shall be refunded without any interest thereupon to the Concessionaire within 3 (three) months after the expiration/ early termination of the Concession Period, post adjustment as per this Agreement, provided, the Concessionaire submits a consolidated audit statement from Audit Firm, showing Gross Revenue and liabilities of the Concessionaire from the Location and/or VMRC, and all other documents as DIAL may reasonably seek to reconciliation of Concessionaire’s account in DIAL’s books, within a reasonable time.

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5.3. Enforcement of the Security Deposit

The Security Deposit are provided as a security for, amongst others, the due and punctual performance and observance of its obligations and terms and conditions under this Agreement and against breach by the Concessionaire of

any of the representations or warranties or any terms, conditions or covenants of the Concessionaire under this Agreement. DIAL may, at its discretion, without giving any prior intimation to the Concessionaire, utilize the Security Deposit, including (but not limited to) in case of:

- (a) breach or delay in relation to any of the payment obligations of the Concessionaire with respect of Concessions of the Concessionaire at the Airport whether to DIAL or any of its representative/agent/consultant as may be appointed by DIAL, including but not limited to payment of the Concession Fee(s), the charges, any other amounts payable by the Concessionaire with respect of all Concession of the Concessionaire at the Airport.;
- (b) failure or delay by the Concessionaire in payment of any interest amounts, administrative charges or any other amounts as may be payable by the Concessionaire with respect of Concession of the Concessionaire at the Airport.;
- (c) any payments being required to be made by DIAL to the employees/agents of the Concessionaire as set out under Clause 9 of this Agreement and with respect of Concession of the Concessionaire at the Airport.;
- (d) any indemnity claim (whether due to any third party claims or otherwise) that DIAL may have against the Concessionaire with respect of Concession of the Concessionaire at the Airport.; and/or
- (e) any Loss caused to, damages suffered or any expenses incurred by DIAL or any of its employees, officers or agents, as a result of breach by the Concessionaire of any of the representations, warranties, or obligations or covenants of the Concessionaire with respect of Concession of the Concessionaire at the Airport, or any Loss suffered, or expenses incurred by DIAL or any of its agents for any act or omission of the Concessionaire or any of its employees, officers or agents.
- (f) Breach of any provision of this Agreement

Concessionaire agrees and confirms that the decision of DIAL with respect of forfeiture /adjustment of Security Deposit shall be final and binding on the Concessionaire.

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7. REPRESENTATIONS AND WARRANTIES

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

- 7.1. The Concessionaire represents and warrants that:
- 7.1.1. The Concessionaire is an entity validly existing and incorporated under Applicable Law, and has the requisite power and authority, and has taken all actions necessary to validly execute and deliver this Agreement and to perform its obligations hereunder;
 - 7.1.2. The Concessionaire has obtained/shall obtain, and has provided/shall provide DIAL with certified true copies of, the requisite corporate authorizations and Approvals (including any third party consents as may be required) required to perform its obligations as set out hereunder, and the execution of this Agreement creates valid and binding obligations upon the Concessionaire;
 - 7.1.3. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Law or its constitutional documents;
 - 7.1.4. The information and documents submitted by the Concessionaire to DIAL are true, accurate and complete in all respects;
 - 7.1.5. The Concessionaire has the power to carry on its business pursuant to the terms of this Agreement and the Concessionaire has in the course of its ordinary business complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
 - 7.1.6. There are no bankruptcies, insolvency, reorganization, moratorium or similar proceedings affecting creditors' rights generally, filed and/or pending against the Concessionaire;
 - 7.1.7. In respect of the Concessionaire no order or resolution has been passed for the winding up, for a provisional liquidator to be appointed and no petition has been presented and no meeting has been convened for winding up. No receiver has been appointed in respect of the Concessionaire for any or all of its assets. The Concessionaire is neither insolvent nor unable to pay its debts as they fall due;
 - 7.1.8. The Concessionaire has, after a complete and careful examination, made an independent evaluation of the Location and the Airport as a whole and has determined the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it at the Location as well as in the course of the performance of its obligations under this Agreement, and has found the same to be entirely satisfactory and has not relied on any information or projections as may be provided by DIAL;
 - 7.1.9. The shareholding pattern of the Concessionaire is as set forth in Schedule III and there has been no change in the shareholding pattern of the Concessionaire that has not been intimated to DIAL in writing. In case of any change in shareholding pattern of the Concessionaire, DIAL shall be informed of the same;

- 7.1.10. It has read and understood the implications of OMDA on this Agreement;
- 7.1.11. The Concessionaire is aware and understands the difficulties, risks and hazards (including any inadequacies, mistakes or errors) in or relating to any of the matters associated with the Concession granted by DIAL under this Agreement and hereby agrees that DIAL shall not be liable for the same in any manner whatsoever to the Concessionaire;
- 7.1.12. The Concessionaire shall not adopt in relation to any activities carried on by it at the Airport, any trade practice, or any pricing policy, which unreasonably discriminates against any person or class of Users of the Airport or any particular person or which unfairly exploits its bargaining position relative to such person or user of the Airport generally or which directly causes the adoption by any other person of a practice which has a similar effect; and
- 7.1.13. The Concessionaire shall undertake the design, finance, develop, construct, and operate the VMRC, in accordance with the Conceptual Development Plan and Initial Development Plan.
- 7.1.14. The Concessionaire shall at all times observe and ensure compliance with Service Standards as prescribed in **Annexure - D**.

7.2. General Covenants

- 7.2.1. The Concessionaire shall be responsible to apply for, pursue and obtain the Approvals, without any recourse of any nature against DIAL. DIAL may, acting in good faith, on the request of the Concessionaire, co-operate in applying for Approvals to the extent it considers appropriate, at its sole discretion. However, failure to obtain the Approvals shall not relieve the Concessionaire of its obligations under this Agreement.
- 7.2.2. The Concessionaire shall use the Location including the VMRC purely for the purposes of the Concession and nothing herein shall be construed as creating any rights, interest, easement, tenancy or sub-tenancy in favour of the Concessionaire in or over or upon the Location/VMRC or transferring any interest therein, in favour of the Concessionaire other than the permissive right of use, hereby granted in respect of the Concession. DIAL shall be in exclusive possession and full charge and control of the Location/VMRC at all times and DIAL shall at all times have free and unobstructed access to the Location/ VMRC.
- 7.2.3. The Concessionaire shall at all times observe and confirm with all such rules, regulations and directions as may be imposed on the Concessionaire by DIAL from time to time for the management and administration of the Airport or under any Applicable Law and at all times ensure that all employees/contractors or agents of the Concessionaire observe and comply with all Applicable Laws and all such rules, regulations and directions as may be imposed by DIAL from time to time.
- 7.2.4. The Concessionaire shall notify DIAL of any dispute that arises or is threatened against the Concessionaire or DIAL and/or the Airport, the adverse outcome of which might have a material adverse effect on the Concessionaire or DIAL or the Airport or any of the Airport services.
- 7.2.5. The Concessionaire shall, along with the Audited Gross Revenue, submit to DIAL by the fifteenth day of April of each Year a certificate duly signed by the authorized signatory of the

Concessionaire certifying the compliance of all Applicable Laws by the Concessionaire, in the format as prescribed by DIAL.

- 7.2.6. In the event of an emergency or security screening of the Location and/or VMRC, or for any operational requirement, the Concessionaire shall keep open and make available the Location and/or VMRC for such security checks or inspection and to station a representative at the Location and/or VMRC until the security check or inspection is over.
- 7.2.7. The Concessionaire shall furnish the necessary documents and provide the necessary certification in relation to any of its electrical connections, or any other connections, in such formats as may be provided by DIAL.
- 7.2.8. The Concessionaire shall ensure at all times that its employees shall comply with the guidelines as regards the access to the Location and/or VMRC as may be laid down by DIAL from time to time or required under the Applicable Laws.
- 7.2.9. The Concessionaire shall not use, display or distribute any publicity material regarding the Concessionaire's such as pamphlets, brochures, leaflets, standees, easels, or information and conditions anywhere at the Airport including at the Location/ VMRC.
- 7.2.10. The Concessionaire shall not at all use, display or distribute any publicity material regarding the third party's business such as pamphlets, brochures, leaflets, standees, easels, price lists or information and conditions anywhere at the Airport including at the Location/ VMRC.
- 7.2.11. The Concessionaire acknowledges that except as may be particularly set out hereunder, the Concessionaire does not rely upon any representations made by DIAL or any employees of officers or agents of DIAL, or any clarifications that may have been sought by the Concessionaire or any other person at any time, and has made its own independent evaluations for entering into this Agreement.
- 7.2.12. The Concessionaire further acknowledges and agrees that DIAL has neither guaranteed nor guarantees, in any manner express or implied, with respect to the scope of the business at the Location and the Concessionaire shall not have any right (and hereby waives any such rights) to bring any claim against, or recover any compensation or other amount from DIAL and DIAL has made no representation as to the suitability of the Location or profitability of the same.
- 7.2.13. Concessionaire shall clean any spillage and stains left at the Airport, during the handling of liquid goods at the Airport, immediately. Failing which, DIAL shall appoint a contractor to clean the same at the costs of Concessionaire. All such costs and expenses payable shall include an administrative charge at the rate of 15% (fifteen percent) of the total sum payable.
- 7.2.14. The Concessionaire shall engage a pest control contractor and housekeeping agency approved by DIAL, at its own cost, to get rid of all pests such as rodents, flies, ants and cockroaches etc. and keep the Location, in a clean and hygiene condition. The Concessionaire must ensure that the Location is kept clean, hygiene is maintained, pest-free and controlled to a standard as required by DIAL. DIAL shall have right to inspect the cleanliness and hygiene of the Location at any time.

- 7.2.15. The Concessionaire shall observe all Environmental Requirements as prescribed by any Governmental Authority (ies) or as per Applicable Laws or DIAL, including the Environmental Requirements as laid out in **Annexure - E**.
- 7.2.16. The Concessionaire in consultation and with the approval of DIAL, shall provide and take all such security measures as are necessary to prevent unauthorized access and usage of the existing infrastructure at the Airport. The Concessionaire understands that the Airport is a sensitive place from the security point of view and undertakes to take the responsibility of ensuring the antecedents of all its employees and Personnel working at the Airport, at its cost, verified by the concerned governmental or regulatory authority or BCAS or any agency appointed by DIAL for this purpose. The Concessionaire shall ascertain the requirements and obtain all licenses, permits and Approvals at its own costs and expenses, including but not limited to clearances for any of the Concessionaire's employees/staff/Personnel at the Airport or otherwise. DIAL shall not be liable or responsible for obtaining and / or procuring any security clearances for any of the Concessionaire's employees/ staff/ Personnel at the Airport or otherwise. The delays in or its failure to obtain the licenses, permits and Approvals shall not relieve of its obligation to pay the Revenue Share Amount or other charges and payments, under this Agreement.

The Concessionaire shall include the measures as a part of the security system at the VMRC where the Services are rendered by the Concessionaire.

7.3. Fire Safety Regulations and Requirements

- 7.3.1. The Concessionaire shall obtain the requisite approvals from the relevant fire authorities, if any required, for the purposes of the operating at the Location. The Concessionaire shall comply with such fire and safety measures as have been provided in Annexure A hereto.
- 7.3.2. The Concessionaire shall ensure that all fire hose reels, fire extinguishers fire suppression system and all other fire equipment and fire protection systems installed in the Location by the Concessionaire in the Location and/or VMRC are checked and serviced at least once annually by trained persons of an approved organization, authorized by the relevant authorities and a label certifying that the equipment and/or system is checked shall be attached to the same. The Concessionaire shall keep a new/duly serviced fire extinguisher in the Location conforming to ISO-2190, at its own costs and ensure that the same is in ready to use state.
- 7.3.3. Prohibited substances found on/in the Location shall be confiscated and destroyed by DIAL and the cost thereof together with a 15% (fifteen percent) administrative charge or such charges as DIAL shall impose from time to time, shall be borne by the Concessionaire and paid within 15 (fifteen) days from the date of written notice from DIAL.
- 7.3.4. Any non-compliance of fire safety requirements, procedures or measures as may be notified by DIAL shall be rectified by the Concessionaire within 30 (thirty) days from the date of such notification. After the 30 (thirty) day period, DIAL would carry out a re-inspection of the Location.
- 7.3.5. If there are any outstanding deficiencies or deficiencies not rectified to the satisfaction of DIAL as observed during the re-inspection and where these deficiencies are material, DIAL shall give the Concessionaire a further 15 (fifteen) days from the date of re-inspection to rectify the same

before a further re-inspection is held. If the deficiency remains, the Concessionaire's business shall be suspended without compensation and the Concessionaire would be given another 15 (fifteen) days before action is taken to terminate this Agreement. Where DIAL finds that the deficiencies are minor, and the Concessionaire fails to rectify these after 14 (fourteen) days' notice so to do, DIAL shall take all steps necessary to rectify the same immediately thereafter and the Concessionaire shall bear all costs, expenses, including a 15% (fifteen) percent administrative charge, or such charges as DIAL shall impose from time to time, incurred by DIAL.

- 7.3.6. The Concessionaire shall take part in organized fire safety activities by DIAL that include fire evacuation drills, fire warden briefings, fire safety campaigns and fire safety awareness talks.
- 7.3.7. The cables laid shall always be in a conduit and shall always be kept in good condition.
- 7.3.8. The Concessionaire shall ensure that the effectiveness of sprinkler head operations are not hampered by the development at the Location.
- 7.3.9. The Concessionaire shall make all practicable and proper precautions and use all reasonable means for the prevention of fire to the satisfaction of DIAL and in particular, shall not block up or obstruct any fire exit or access to fire equipment.

7.4. Prohibitions

- 7.4.1. The Concessionaire shall not permit or suffer the Location or any part thereof to be used or occupied as a place for any unlawful purpose.
- 7.4.2. The Concessionaire shall not make any alterations or additions to the Location or any part thereof without the prior written consent of DIAL except as may be contemplated under the Initial Development Plan and Basic Development Requirement.
- 7.4.3. The Concessionaire shall not put up or permit to be put up on any exterior part of the Location and/or the VMRC or in or upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever without the prior written consent of DIAL and at the request of DIAL or its agents, to remove any of such items inside the Location and/or the VMRC to which DIAL may object and at the end of the Concession Period to remove all such items put up by the Concessionaire at the Location and/or VMRC and make good all damage caused by their removal.
- 7.4.4. The Concessionaire shall not damage or cut any part of the adjoining areas of the Airport such as the walls, beams, columns and floor or suffer or permit the same to be done except for carrying out needful development as approved by DIAL.
- 7.4.5. The Concessionaire shall not place any furniture or objects that may obstruct access to electrical distribution boards.

- 7.4.6. The Concessionaire shall not install or suffer to be installed in the Location and/or VMRC any electrical lamp, equipment or appliance which is likely to overload the electrical wiring or cabling or to cause radio interference.
- 7.4.7. The Concessionaire shall not engage itself, its employees or agents or through any other person in any form of touting or disparagement of the goods/services of other concessionaire's/licensees of DIAL.
- 7.4.8. The Concessionaire shall not do or permit or suffer to be done on the Location and/or VMRC anything which may be or become a nuisance, annoyance, inconvenience or disturbance including but not limited to playing of loud music at or around the Location, interfering or obstructing the comfort of other occupiers of the Airport or to DIAL or other licensees/concessionaires of DIAL or occupiers of any adjoining or neighboring premises or users/ visitors of the Airport.
- 7.4.9. The Concessionaire shall ensure at all times that no waste materials or other refuse are lying in or near the Location and waste materials or other refuse are removed with extreme care and in accordance with DIAL's directions, immediately to such places as may be designated by DIAL and not to any other place within the Airport.
- 7.4.10. The Concessionaire shall not store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or objectionable material without the prior written consent of DIAL. The Concessionaire shall ensure that the Location VMRC is free from smokes, fumes, gases, vapour or odour.
- 7.4.11. The Concessionaire shall not use or cause to be used, the Location and/or VMRC for any purpose other than the operation of the Concession.

8. NO SUB-LICENSING

The Concessionaire agrees that the rights granted to the Concessionaire upon the Location by DIAL pursuant to this Agreement is a limited personal right of use of the Location solely for the purpose of development, operations, maintenance and management of the Location. The Concessionaire shall not sub-contract or sub-license or assign any of its rights, duties and obligations under this Agreement without the prior written permission of DIAL, which permission shall be at the sole discretion of DIAL.

9. EMPLOYEES/CONTRACTORS ENGAGED BY THE CONCESSIONAIRE

- 9.1 The Concessionaire shall be responsible for and shall pay any and all compensation/benefits as per Applicable Laws to all employees/staff/ workmen/ labour, employed/engaged by and for the Concessionaire ("**Employees of the** Concessionaire"), DIAL and Concessionaire are not joint employers

for any purpose under this Agreement and the Employees of the Concessionaire will not constitute and/or establish an employee –employer relationship with DIAL. The Concessionaire shall ensure that during the Concession Period and thereafter the Employees of the Concessionaire shall make no demands or claims against DIAL for any payment whatsoever, and shall keep DIAL indemnified in relation to any such claims made against DIAL. If the responsibility of such payment to the Employees of the Concessionaire is transferred to DIAL in any manner whatsoever, DIAL shall have the right to adjust all such payments against the Security Deposit and in the event such aforesaid amounts are insufficient for such deductions, DIAL shall claim and recover forthwith from the Concessionaire such amount or part thereof.

- 9.2 The Concessionaire shall in respect of all Employees of the Concessionaire, comply with or cause to be complied with the provisions of Applicable Law as may be applicable to its Employees. DIAL will not be liable for any non-compliance on part of the Concessionaire and only the Concessionaire shall be held responsible for all legal consequences.
- 9.3 The Concessionaire shall take all necessary steps and actions without any defaults to ensure that all matters, claims, proceedings, actions pertaining to Employees of the Concessionaire before any government authority are acted upon, handled, attended to and complied with diligently and shall ensure that the rights and interests of DIAL is protected and safeguarded.
- 9.4 The Concessionaire shall ensure that the Employees of the Concessionaire shall not engage in any strikes, lock-out any such activities by themselves or by forming unions and further shall not create any inconvenience or nuisance at the Airport.
- 9.5 The Concessionaire shall ensure background verification of Employees of the Concessionaire and of its vendors engaged at or in connection with this Agreement on their joining the Concessionaire. The Concessionaire shall also conduct the said background verification on annual basis at its cost and responsibilities. The Concessionaire shall also arrange for police verification of such Employees and vendors of the Concessionaire and on request of DIAL shall provide such background & police verification reports of any/all of the aforesaid Employees of the Concessionaire and its vendors to DIAL. The Concessionaire shall also ensure that a proper training is imparted to the Employee of the Concessionaire so that they work in ethical and legal manner and meet service quality standards.

10. INDEMNITY

With effect from the date of execution of this Agreement, the Concessionaire and Selected Bidder hereby agrees to indemnify and keep indemnified and hold harmless DIAL, its affiliates, directors, officers, employees, and agents (“**Indemnified Persons**”) from and against:

- (a) any Losses incurred by the Indemnified Persons including, arising out of/likely to rise out of or in relation to or as a consequence of any breach of the representations and warranties, or any of the covenants or obligations of the Concessionaire under this Agreement or any of the terms and conditions of this Agreement by the Concessionaire or any employee or agent of the Concessionaire, or any act or omission of the Concessionaire;

- (b) any third party liability or claims, costs (including reasonable attorneys' fees), expenses or obligations arising out of/likely to arise out of or in connection with any act or omission or defect or deficiency in the setting up, operation, maintenance and management of the Location and/or VMRC, provision of Services, or as a consequence of any breach of the representations and warranties, or any of the covenants or obligations of the Concessionaire under this Agreement or any of the terms and conditions of this Agreement by Concessionaire or its respective officers, employees and agents;
- (c) any cause attributable to the Concessionaire, in respect of any claims arising out of any third party claims on account of torts or otherwise on account of deficiency in Services provided by the Concessionaire or defect in the quality of the Services or violation of any Applicable Laws; and/or
- (d) any indemnity obligations that may be incurred by DIAL under the OMDA for reasons as attributable to the Concessionaire.

11. OMDA REQUIREMENTS

- 11.1. The Concessionaire does hereby expressly understand that the right of DIAL to enter into this Agreement with the Concessionaire is under the provisions of the OMDA.
- 11.2. Upon the termination or expiry of the OMDA howsoever caused, all the rights and obligations of DIAL under this Agreement shall stand transferred to and vested in AAI, in terms of the OMDA.
- 11.3. Under the provisions of the OMDA, AAI has a right, upon termination/suspension of the OMDA, to acquire the land, buildings, structures and other assets at the Airport, including the rights and obligations under this Agreement in the manner provided under the OMDA.
- 11.4. In the event of AAI exercising, during the Concession Period (including any renewals thereof), the right as referred to herein, for any reason whatsoever, including termination due to breach of any agreement by DIAL, all such land, buildings, structures and/or other assets at the Airport (including the rights and obligations) shall forthwith stand transferred/ reverted to AAI or to such other person as AAI may nominate in this regard, without there being any requirement of further actions of the Parties.
- 11.5. The Concessionaire undertakes to transfer to AAI or such other person as AAI may nominate, without any protest or demur, all such assets, in respect of which AAI exercises the rights as referred to hereinabove under the OMDA.
- 11.6. The Concessionaire agrees and acknowledges that in the event AAI exercises rights as referred to hereinabove, the methodology for valuation of such assets for this purpose shall be as per the relevant provisions of the OMDA.

11.7. Service obligations under the OMDA

- (a) The Concessionaire agrees to take such steps as may be stipulated by DIAL or any other agency to achieve the Performance Standards as stipulated in OMDA.
- (b) The Concessionaire agrees to adhere to the Service Standards as set out in this Agreement and the applicable Performance Standards under OMDA in connection with the services at the Location and/or VMRC.
- (c) The Concessionaire is aware of the fact that the OMDA prescribes certain level of service standards for services to be provided at the Airport and the failure to attain such service standards would entitle the AAI to impose liquidated damage as per the provisions of OMDA. The Concessionaire undertakes to coordinate with DIAL, its consultants and contractors, relevant authorities in the operation of Location with the objective of avoiding any such damages, penalties and costs from being imposed. The Concessionaire shall ensure that, at any point of time during the Concession Period, the standards of services provided by the Concessionaire as relating to the development, operation, maintenance and management of the VMRC does not fall below the relevant standards prescribed under OMDA and the Concessionaire shall indemnify DIAL for any liquidated damage imposed by AAI upon DIAL for failure to maintain such service standards under OMDA.

12. *INTENTIONALLY REMOVED*

13. EARLY DETERMINATION OF CONCESSION PERIOD

13.1. Termination by DIAL

13.1.1. Notwithstanding any other provisions of this Agreement but without prejudice to other rights under this Agreement, DIAL shall have the right to terminate this Agreement where the Concessionaire is in breach of any of its representations, warranties, covenants or obligations under this Agreement (other than any payment obligation(s) of the Concessionaire, which shall be dealt with in a manner set out in Clause 13.1.2 below), by giving 1 (one) Month's written notice to the Concessionaire and the consequences set out in Clause 13.3 shall follow.

13.1.2. If the Concessionaire is in breach of its payment obligation(s) under this Agreement, including payment obligation(s) in relation to Concession Fee, charges, interest or any other amount as may become due and payable by the Concessionaire, it shall, to the satisfaction of DIAL, have to cure the breach within 5 (five) Business Days of the date of receipt of notice in this regard issued by DIAL (“**Cure Period**”). In case the Concessionaire fails to remedy the breach within the Cure Period, DIAL shall have the right to terminate this Agreement forthwith by issuing a notice of termination to the Concessionaire and the consequences set out in Clause 13.3 shall follow.

13.1.3. DIAL shall also have the right to terminate this Agreement with immediate effect:

- a) if the Concessionaire has become insolvent or is wound up whether voluntarily or compulsorily save for the purpose of reconstruction or amalgamation; or
- b) if a provisional liquidator, receiver or manager of the Concessionaire has been duly appointed; or
- c) if the Concessionaire has entered into any arrangement or composition for the benefit of his creditors; or
- d) in case there is any change in the constitution of the Concessionaire, including any reconstruction or amalgamation; or
- e) if the Concessionaire suffers any distress or execution to be levied upon his assets; or
- f) if there is any change in Control of the Concessionaire without obtaining the prior written consent from DIAL; or
- g) In case of breach specified in Clause 2.1.7.

Provided that notwithstanding anything to the contrary stated in this Agreement, in the event the financial creditor or the Concessionaire itself has made a reference to the National Company Law Tribunal under the Insolvency and Bankruptcy Code, 2016 and/ or application of operational creditor has been accepted by the National Company Law Tribunal under the Insolvency and Bankruptcy Code, 2016, without prejudice to any accrued rights of DIAL herein, DIAL shall have the right to terminate this Agreement and accordingly DIALs interests shall not be prejudiced by any moratorium or related provisions under the IBC.

13.1.4. Notwithstanding anything contained herein, DIAL may at any time, without cause, terminate this Agreement by giving 180 (One Hundred And Eighty) days prior written notice to the Concessionaire.

13.2. **Termination by Concessionaire:** The Concessionaire shall not be entitled to terminate the Agreement within the Lock-in Period. On the completion of the Lock-in Period, the

Concessionaire, without any cause, may terminate this Agreement by giving DIAL a prior notice in writing of 180 (one hundred and eighty) days..

13.3. Consequences of expiry / termination of the Agreement:

- (a) Where the Agreement is (i) terminated by DIAL pursuant to Clauses 13.1; or (ii) abandoned or terminated by the Concessionaire within the Lock-in Period in breach of Clause 13.2; or (iii) where the Concessionaire abandons the Concession or terminates this Agreement without sufficient notice, DIAL shall have the right to (a) appropriate the Security Deposit towards any Losses suffered, amounts payable to third parties, Charges payable to DIAL or its agent(s), as the case may be; and (b) forfeit the remaining Security Deposit.

- (c) The Concessionaire shall, within a period of 30(thirty) Days from the expiry / early termination of this Agreement, during which period, the License Fee will be continued to be paid to DIAL by the Concessionaire, stop using and exit from the Location.

- (d) The Concessionaire shall remove all the fixtures, fittings, building, equipment, material and machinery from the Location at the Concessionaire's own cost, repair the damage if any to the Location arising from such removal to the satisfaction of DIAL. In this regard, the Concessionaire shall make all necessary submissions and obtain the approvals from the relevant authority for such removal and repair. In case the Concessionaire fails to do so, DIAL shall have the right to take over the Location and remove the Concessionaire's equipment, building and other materials at the Location and sell the same at such price as it may get and return to Concessionaire, the remaining amount, if any, after utilizing the proceeds of payment towards any outstanding amounts due from the Concessionaire (including cost of such removal) and administrative cost at 18 % of the proceeds.

14. INSURANCE

- 14.1. The Concessionaire shall take up and maintain at its own cost, at all times the insurances as set out in **Annexure - B** and such other additional insurances as DIAL may reasonably consider necessary or prudent in accordance with Good Industry Practice. The insurance policies so procured shall mention DIAL as the co-insured.

- 14.2. The Concessionaire shall submit to DIAL copies of certificates of insurances taken by the Concessionaire as per **Annexure - B** and such other insurances as the case may be, within 1 (one) month of executing this Agreement. The Concessionaire shall provide to DIAL within 7 (seven) days of receiving any insurance policy renewal certificates and premium payment receipts pertaining to all insurances taken by the Concessionaire.
- 14.3. No such insurance shall be cancelled, modified or allowed to expire or lapse by any act or default on the part of the Concessionaire. If any such insurance is cancelled, modified or allowed to expire or lapse by the Concessionaire, then the same shall be renewed within a period of 5 (five) days of its cancellation/expiration/lapse.
- 14.4. Where the Concessionaire fails to maintain insurance as set out hereunder, DIAL shall have the right to keep in force such insurance and pay such premium as may be required, and recover the cost from the Concessionaire. Any such cost shall be recovered from the Security Deposit.

15. FORCE MAJEURE

15.1. Force Majeure:

15.1.1. In this Agreement, "Force Majeure" means any event or circumstance or a combination of events and circumstances, which satisfies all the following conditions:

- a. materially and adversely affects the performance of an obligation;
- b. are beyond the reasonable control of the Affected Party;
- c. such Affected Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;
- d. do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and

15.1.2. "Force Majeure" includes the following events and/ or circumstances to the extent that they satisfy the requirements set forth in Clause 15.1.2 of the Agreement:

- a. war, invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- c. nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Airport, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Airport by the Affected Party or any contractor or sub-contractor of the Affected Party or any such affiliate or any of their respective employees, servants or agents;
- d. strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political;

- e. any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;
- f. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
- g. epidemic or plague within India;
- h. Any period of step-in by AAI, under the OMDA exceeding a period of three months
- i. Any event of circumstances of a nature analogous to any events set forth in paragraphs (a) to (h) of this Clause 15.1.2 above within India.

15.1.3. Application

This Clause shall apply if the performance by any Party (the “**Affected Party**”) of its obligations under this Agreement is prevented by reason of Force Majeure.

15.1.4. Consequences of Force Majeure

15.1.4.1. Performance Obligation

Provided it complies with this Clause, if the Affected Party is rendered wholly or partially unable to perform any of its obligations under the License because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure provided that:

- a. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the event of Force Majeure;
- b. the Affected Party shall make all reasonable efforts to prevent and to minimize the effect of an event of Force Majeure caused to the Location;
- c. the Affected Party shall use its best endeavours to minimize the effects of the Force Majeure and to remedy the situation as soon as possible, including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws.

15.1.4.2. Notification

- a. As soon as reasonably practicable but not more than 24 (twenty-four) hours following the date of commencement of any event of Force Majeure, if either Party desires to invoke such event of Force Majeure as a cause for delay or failure in the performance of any obligation hereunder, it shall notify the other Party in writing of such date and the nature and expected duration of such event of Force Majeure. Within a reasonable time following the date of such notice of such event of Force Majeure, the Party having invoked such event of Force Majeure as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.
- b. The Affected Party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with this Agreement. Notwithstanding anything contained herein, Parties expressly agree that the payment obligations of Concessionaire under this Agreement shall not be suspended during the pendency Force Majeure event and/or its effect.
- c. The Parties agree and acknowledge that in the event a Force Majeure continues for more than 180 (one hundred and eighty) days continuously and the activities under License cannot be performed, executed and implemented as a result thereof, either Party may terminate this Agreement and provisions of Clause 13.3 shall apply.

15.1.4.3. Mitigation

The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of the event of Force Majeure.

15.1.4.4. Liability for other losses, damages etc.

Save and except as expressly provided in this Clause, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

16. TERMINATION OR ABATEMENT ON DAMAGE

If during the Concession Period the whole or any part of the Airport shall be destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the Location substantially unfit for the use and occupation of the Concessionaire or so as to deprive the Concessionaire of substantial use of the same or so as to render

the rebuilding or reconstruction of the Airport in its previous form impracticable or undesirable in the opinion of DIAL:

- (a) the Agreement may be terminated without compensation by either DIAL or the Concessionaire by notice in writing to the other. Provided always that, the Concessionaire shall not give notice of termination unless DIAL shall have failed to provide the Location within a reasonable time after the date of destruction or damage;
- (b) any such termination as aforesaid shall be without prejudice to the rights of either Party in respect of any antecedent breach matter or thing;
- (c) nothing herein contained or implied shall be deemed to impose any obligation upon DIAL to make fit for occupation the Location; and
- (d) If DIAL makes the Location fit for use but the Concessionaire refuses to operate the Concessionaire then DIAL shall have right to terminate the Concession with immediate effect.

17. NO CLAIM BY THE CONCESSIONAIRE

17.1. Notwithstanding anything herein contained DIAL shall not be liable to the Concessionaire, its employees, servants, agents, or licensees nor shall the Concessionaire have any claim against DIAL in respect of:

- (a) any event, which could not have been prevented with the exercise of reasonable skill and care, and such event resulted in delay in handing over the Location to the Concessionaire.
- (b) any failure or inability of or delay by DIAL in fulfillment of any of its obligations under this Agreement or any interruption in the use of the Location, including (but not limited to):
 - (i) the repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by a force majeure event, including, fire, water, riot, act of God or closure of the Airport for operational, security or emergency reasons or any other cause beyond DIAL's control; or

- (ii) mechanical or other defect or break-down or other inclement conditions or shortage of manpower, fuel materials, electricity or by reason of labour disputes.

17.2. Notwithstanding anything herein contained, DIAL shall be under no liability, to the Concessionaire, its employees, servants, agents, licensees or invitees who may be permitted to enter or use or the Location or any part thereof for accidents happening or injuries sustained (fatal or otherwise) or for loss of or damage to property, goods or chattels in the Airport or in any part thereof save where arising from the negligence of DIAL or its servants, agents or contractors.

18. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

18.1. Any dispute or claim (“**Dispute**”) arising out of, relating to, or in connection with this Agreement, termination or validity hereof, shall initially be resolved by amicable negotiations among senior executives of the Parties and, if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such Dispute, be finally settled by binding arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, by a sole arbitrator. For the appointment of the sole arbitrator, DIAL shall, within 10 (ten) Business Days of the invocation of the arbitration clause hereunder, provide a list of 4 (four) retired Supreme Court and/or High Court judges (“**Nominees**”) to the Concessionaire. The Concessionaire shall then, within 10 (ten) Business Days of the receipt of the aforementioned list, nominate 1 (one) of the Nominees as the sole arbitrator.

Provided, if the Concessionaire fails to nominate a sole arbitrator within the abovementioned time period, the Nominee on the top of the list (as provided by DIAL to the Concessionaire) shall be appointed as the sole arbitrator or if he shall be unable or unwilling to act as such, the next Nominee on the list shall be so appointed;

Provided further, if DIAL fails to provide the list of Nominees within 10 (ten) Business Days of the invocation of the arbitration clause, the court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.

- 18.2. The seat and venue of arbitration shall be Delhi, India and it shall be conducted in the English language.
- 18.3. During the arbitration, the Parties shall continue to fulfill their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.
- 18.4. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

- 18.5. This Agreement shall be governed by the laws of India. In respect of all matters arising out or relating to this Agreement, the courts at Delhi, India shall have exclusive jurisdiction.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding among the Parties with respect to the subject matters hereof and supersede all prior agreements, Letter of Intent to Award and/or understandings, both written and verbal.

20. PARTNERSHIP, JOINT VENTURE OR AGENCY

Nothing in this Agreement shall create a partnership, joint venture or an agency between the Parties. No Party shall, by virtue of this Agreement have the power or authority to enter into any agreement or undertaking for or to act on behalf of or otherwise to bind the other Party as to any matter or thing.

21. ASSIGNMENT

The benefits under the Concession or this Agreement shall not be assigned, transferred, shared or otherwise parted with, in whole or part by the Concessionaire, except with prior written approval of DIAL. DIAL reserve the right to assign, novate its rights, title or interest in this Agreement in favour of any party.

22. SEVERABILITY

- 22.1. If any provision, including any phrase, sentence, clause or sub-clause, of this Agreement is or becomes invalid, inoperative or unenforceable for any reason, then the Parties hereto shall endeavour to draft and/or implement an alternative provision so as to give effect to the transaction contemplated in such a provision that has been held to be invalid, inoperative or unenforceable and reach an agreement thereupon within a period of 10 (ten) days from the date such provision has become invalid, inoperative or unenforceable.
- 22.2. Upon failure of the Parties to reach an agreement (as contemplated in Clause 22.1 above) this Agreement shall stand terminated with immediate effect and the consequences in this Agreement pertaining to the expiration of the Agreement by efflux of time shall apply.

- 22.3. Nothing contained in this Clause 22 shall discharge the Concessionaire of its obligations to pay to DIAL, the amounts that shall have accrued in favour of DIAL until the date of termination of this Agreement.

23. DELAY OR WAIVER

No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties may otherwise have at law or in equity.

24. CONFIDENTIALITY

The Parties agree that they will hold in confidence the terms and conditions of this Agreement, all information, documentation etc. which comes to their knowledge in the course of this Agreement (“**Confidential Information**”) and will not disclose to any third party or use Confidential Information or any part thereof without the other Party’s prior written consent provided that Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under law.

25. NOTICE

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible fax or by reputed courier and confirmed by registered mail/ courier addressed to the intended recipient at its address set forth below, or to such other address and fax number as any Party (i.e. DIAL/ Concessionaire/ Selected Bidder) may from time to time duly notify to the others:

Delhi International Airport Limited

Attn: Chief Commercial Officer

Address: Delhi International Airport Limited,
New Udaan Bhawan,
Opposite Terminal 3,
Indira Gandhi International Airport,
New Delhi – 110 037
India
Email Id: Sanjiv.edward@gmrgroup.in

Selected Bidder

Attn:

Address:

Email id:

Contact No:

Concessionaire

Attn:

Address:

Email id:

Contact No:

A notice shall be deemed to have been served (a) if delivered personally, then on the date of delivery, (b) if posted or couriered, then on the expiration of 3 (three) days after posting, and (c) if sent by fax/email, then on the date of transmission; provided that, a notice shall be deemed to be delivered on the same day as delivery, if it is delivered on

a Business Day during normal working hours (i.e. 9:00 am to 6:00 p.m.) of the recipient, otherwise it shall be deemed to have been received on the next Business Day.

26. INTEREST

All outstanding amounts payable by the Concessionaire under this Agreement that are not paid by their respective due dates in accordance with this Agreement shall carry simple interest at a rate of 18% (eighteen percent) per annum calculated on a monthly basis (and for this purpose part of any month shall be construed as full Month) from the date due until the date of payment.

27. STAMP DUTY

The Concessionaire shall pay stamp duty and registration charges, as prescribed under Applicable Law in relation to this Agreement.

28. AMENDMENT AND WAIVER

All amendments to this Agreement shall be through a written instrument agreed and signed by both the Parties.

No waiver of any provision of this Agreement, nor consent to any departure by any of the Parties therefrom, shall in any event be effective unless the same shall be in writing and signed by the Party waiving the provision or consenting to the departure from the provision. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

29. CHANGE OF OWNERSHIP AND/OR CONTROL OF THE CONCESSIONAIRE²

² It shall be suitably modified after the issue of LOIA to reflect bid specific particulars in relation to the Selected Bidder.

In case the Selected Bidder under the RFP was a single Entity, then it shall continue to hold and maintain at 100% (hundred percent) of the shareholding and voting rights in the equity capital of the Concessionaire, directly or indirectly through any of its Affiliates, for the Concession Period.

In case the Selected Bidder under the RFP was a consortium then, the consortium members being the selected bidder under the RFP shall, together continue to hold and maintain one hundred percent (100%) of shareholding and voting rights in the equity share capital of the Concessionaire, directly or indirectly through any of its Affiliates for the Concession Period.

The lead member of the Selected Bidder (being a consortium) under the RFP shall, hold and maintain at least 51% (fifty-one percent) of shareholding and voting rights in the equity share capital of the Concessionaire, directly or indirectly through any of its Affiliates for the Concession Period.

The technical member of the Selected Bidder (being a consortium) shall, hold and maintain at least 26% (twenty-six percent) of shareholding and voting rights in the equity share capital of the Concessionaire directly or indirectly through any of its Affiliates for the Concession Period.

The Affiliate entity on whose credential the selected bidder under the RFP has relied upon should remain an Affiliate of the Selected Bidder (or the lead member or the other member in case of a consortium) throughout the Concession Period.

30. INTELLECTUAL PROPERTY RIGHTS

Neither DIAL's name in any form nor any other intellectual property rights associated with it or belonging to DIAL shall be used in any promotional materials, signs, announcements or other forms of communication or advertising by the Concessionaire or in any other manner whatsoever, unless DIAL's express written permission for such use has been obtained in advance.

31. SURVIVAL

The provisions (Part B) of Clause 5, Clause 7.1, Clause 9, Clause 10, Clause 13.3, Clause 17 to Clause 26, Clause 30, this Clause 31 and Clause 33 shall survive the termination of this Agreement.

32. NO BENEFIT

The Concessionaire confirms that no benefit, either in cash or in kind, has been provided by it 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 this Agreement, and undertakes 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 this Agreement or any other matter relating to this Agreement.

33. LIQUIDATED DAMAGES

- 33.1 In the event of the expiry/ termination of this Agreement for any reason whatsoever and/or the Concessionaire failing to perpetually exit the Location pursuant to the provisions of this Agreement within the time frame stipulated in this regard then without prejudice to any other remedy that DIAL may have under the Applicable Laws, the Concessionaire shall be liable to pay to DIAL as liquidated damage per day an amount equivalent to three times the License Fee on the area of the Location for each day of delay in perpetually exiting from the Location payable under this Agreement for the delayed period.
- 33.2 In addition to the above, in the event, the Concessionaire commits a breach of the Service Standards or fails to adhere to the Service Standards, DIAL shall be entitled to recover from Concessionaire and the Concessionaire hereby agrees to pay to DIAL as liquidated damages an amounts as listed in Annexure D.
- 33.3 DIAL shall be at liberty to deduct the amount of Liquidated Damages, or any part thereof from the Security Deposit and/ or from any money then due or thereafter to become due or payable to the Concessionaire under this Agreement and in the event such aforesaid amounts are insufficient for such deductions, DIAL shall claim and recover forthwith from the Concessionaire such amount or part thereof. However, the adjustment and/or recovery of such sums shall not relieve the Concessionaire from its other obligations and liabilities under this Agreement.
- 33.4 The Concessionaire acknowledges that (a) the Liquidated Damages are a reasonable and genuine pre-estimation of and reasonable compensation for the loss and damages that will be suffered by DIAL in the event as mentioned in this Agreement; (b) DIAL shall not be put to the proof of reasonableness of the Liquidated Damages; (c) the quantum of Liquidated Damages is reflective of usual industry norms; and (d) the mutual agreement with regard to the Liquidated Damages is not arrived at under force, duress, coercion, mistake or misrepresentation on the part of DIAL.

ANNEXURE A

FIRE SAFETY REGULATIONS AND REQUIREMENTS

Part 1 – Civil Works

The No Objection Certificate (NOC) for the civil works may be issued subject to the following:

1. No addition/alteration shall be done with the main structure of the buildings.
2. Fire resistant materials of 2 hrs. rating ,with certificate confirming the same, shall be used for the proposed interior of the Location and all combustible surfaces including but not limited to, walls, ceilings, furnishings, fixtures, fit outs and decorative items at the Location to be coated with fire retardant paint.
3. Proper arrangement for disposal of condensed water of A.C. shall be made, if A.C. is provided additionally.
4. The proposed work shall be executed in such a way, so that there is minimum disturbance to neighboring licensees/concessionaires.
5. If electrical fittings/fixtures in the wall/ceiling is required to be re-aligned and re-fixed as per the carryout plan, the same shall be done in consultation with Electrical Deptt. of DIAL. However, the wall/ceilings shall be repaired to look good and match with the existing one with additional materials, if required, for which the Concessionaire shall be fully responsible and no cost what so ever shall be borne by DIAL.

Part 2 – Electrical

1. The load for essential and non-essential supply be submitted by the Concessionaire along with detailed breakup of load and layout diagram to Asstt. General Manager-Engg. (Elect)-III, DIAL, IGI Airport, New Delhi.

2. Heating appliances are not permitted to be used in their premises.
3. M.S. conduits shall be used for wiring purposes. No PVC conduit for electrical wiring is to be laid. The wiring for normal and essential supply will be drawn in separate conduit with separate controls.
4. All electrical works shall be strictly carried out as per CPWD general specification Part-I (Internal) and Part-II (External) with up to date amendments and conformity to provision of IE rule.
5. Electrical Distribution Boards shall have ELCB as incomer and all other out goings shall be through MCB's of proper rating. No wooden distribution board is to be used.
6. ELCB shall be used of correct rating keeping working personnel safety in mind.
7. The distribution board should be located in such a place that, it should be easily accessible and near the entrance to the premises and should be away from any rack, water source or equipment etc.
8. No flexible cable is to be used for drawing electrical power supply. Only armoured power cable is to be used. Cable shall not be laid loose on the ceiling; it should be fixed on the surface if necessary cable tray may be laid.
9. 15 Amp. Switch socket on suitable M.S. box with proper earthing is to be used.
10. Computer/telephone cables or any other communication cable is not to be drawn in the same conduit of electrical supply. The cables/conduits should have identification tags.
11. All electrical equipment's like window type AC, Geysers, Voltage, stabilizers, etc. is to be installed with ELCB's and to be on Non-essential supply.
12. In case of any additions/alterations regarding electrical/air-conditioning work, approval shall be sought from the Asstt. General Manager- Engg. (Elect.) to avoid short circuit/overloading of cables etc.

13. The Concessionaire has to lay suitable rating cable/energy meter for normal supply from switch room and cable/energy meter for essential supply of suitable rating has also be laid from the same switch room and IR value for the cables has to be submitted by the Concessionaire itself.
14. All electrical work shall have to be carried out by the “LICENSED REPUTED ELECTRICAL CONTRACTOR” preferably through Govt. registration contractor with CPWD Deptt. in appropriate class.
15. After completion of electrical work, completion certificate and completion drawing and test reports duly signed by the licensed electrical contractor are to be submitted to Asstt.General Manager Engg. (Elect). Failing to do so, main power supply shall not be energized from DIAL’s source at switch room.
16. Dedicated earthing for computer applications to be made separately in consultation with DIAL

Part 3 – Electronics

1. The Concessionaire shall be responsible for fire safety at the Location.
2. Electronics fire detection and alarm system should be in comported in every building.
3. Each room of the premises will have at least one smoke detector.
4. Response Indicator should be placed outside the Location for identifying the location of fire incident when the buildings are under lock key.
5. Systems installed in the Location are to be integrated with main fire alarm system at the expense of concerned Concessionaire.

ANNEXURE B

INSURANCES

LIST OF INSURANCES

1. Insurance to be effected from the Effective Date:
 - 1.1 Subject to Applicable Law, the Concessionaire must at its own cost and expense ensure that the insurances specified in this paragraph are effected from the Effective Date and are maintained in full force for the remainder of the Concession Period.
 - (a) **“All Risks Insurance”**: Insurances in respect of “all risks” as customarily covered by such insurance policies for physical loss or damage to the Location (including all assets thereon,) and all or any structures (including temporary structures), to their full rebuilding or replacement cost (including allowance for professional fees and removal of debris costs), increased from time to time as necessary to maintain such full rebuilding or replacement cost.
 - (b) **“Business Interruption Insurance”**: Business interruption insurance to indemnify the Concessionaire in respect of the Concessionaire’s revenues for a period of not less than 6 (six) Months if any of the property insured under paragraph (a) is lost or destroyed or damaged by any of the risks insured under paragraph (a) which causes interruption to or interference with the development, operation, maintenance and management of the Transit Resting facility cum Accommodation Centre and F&B Facility at the Location.
 - (c) **“Legal Liability Insurance”**: Insurance in respect of any legal liability of the Concessionaire including any of its agents, servants, employees and contractors, towards any third party including aircraft operator, user of the Airport or otherwise, or liability of such persons in respect of loss or damage arising out of the setting up, operation, maintenance and management of the Location, including death or bodily injury or disease, loss of or damage to property, including resultant loss of use. The legal liability insurance policy(s) shall mention DIAL as additional Insured.
 - (d) Any legal liability of the Concessionaire in respect of loss or damage as a result of the death and/or personal injury suffered by an employee of the Concessionaire or any person for whom the Concessionaire is responsible.
 - 1.2 All insurances effected and maintained pursuant to this Annexure are to include provision for self-insurance by deductibles equivalent to the minimum deductibles which are customary from time to time and may include and such exclusions or exceptions which are customary to that type of policy and size of risk covered by the

policy from time to time.

2. Additional Insurances

2.1 The Concessionaire must ensure that each policy taken out pursuant to paragraphs (i)(a) to (d) is increased or decreased from time to time to such amounts (and with such deductibles) as would be effected by a prudent retailer of the size and with characteristics comparable to the Airport, and in each case which does not self-insure (except for any customary deductibles) and stipulates other requirements or amendments to insurances, wider cover for insurances or additional insurances as become customary.

2.2 Without prejudice to the other provisions of this Annexure, the Concessionaire must, throughout the Concession Period:

2.2.1 from time to time effect and maintain in full force those insurances which it is required to have by any Applicable Law or by the terms of any contract entered into by it in respect of the Airport; and

2.2.2 use best efforts to effect and maintain in full force those insurances which it is required to have by the terms of any other contract to which it is at any time a party.

2.3 The Concessionaire must at any time effect such other insurances in addition to or supplementing those referred to elsewhere in this Annexure as it may think fit. The Concessionaire must notify DIAL of any such additional or supplementary insurance.

ANNEXURE C

CHARGES

The Charges shall mean the following:

- (a) Utility Charges
 - 1. The Concessionaire shall pay charges (“**Utility Charges**”) in relation to electricity, water, sewerage and other analogous utilities. Concessionaire shall install prepaid electricity meter and procure prepaid coupons for electricity as per the procedure as defined by DIAL and/or its authorized agency and ensure uninterrupted electricity supply at the Location. DIAL shall not be held responsible for disruption in electricity supply on failure of the Concessionaire to recharge the prepaid electricity meter well in advance.
- (b) Common Area Charges (CAC)

The Concessionaire shall pay to DIAL, the CAC For the FY 20-21, the CAC shall be paid by the Concessionaire @ Rs. 600 per sqm annually (Rupees Six Hundred only) This CAC shall be escalated at the rate of 7.5 % every Financial Year on April 1.

General:

1. The payment of Charges (Utilities Charges and the CAC) shall be made by the Concessionaire to DIAL or any other agency appointed by DIAL in this regard, within 7 (seven) days of the date of invoice.
2. Non-payment of above Charges (Utilities Charges and the CAC), within the due date may, without prejudice to other remedies provided elsewhere in this Agreement, lead to disconnection/discontinuation of electricity, water and other utilities. DIAL shall not be responsible and/or liable for any loss of business or profit due to such disconnection/discontinuation/restriction of such utilities and services.
3. The Concessionaire shall bear the cost of electricity and water meters and its installation at the Location. DIAL shall provide at periphery/vicinity of the Location, connection for utilities such as water and electricity. The Concessionaire shall, at its cost, take steps to draw such utilities from such location to the Location at the Concessionaire's own cost.
4. Unless a different mode is instructed by DIAL in writing, the Charges (Utilities Charges and the CAC) shall be payable online by way of Real Time Gross Settlement System (RTGS) in favour of such account or accounts as may be intimated by DIAL from time to time.
5. Any revisions/ updations to the power loads / water connection shall require a project updation cost and, if approved by DIAL, the cost for the same shall be borne by the Concessionaire.

ANNEXURE D

SERVICE STANDARDS

1. Concessionaire shall adhere to maintenance standards as listed out in this Agreement (including this Annexure) during the Concession Period.
2. Concessionaire is expected to undertake necessary activities to ensure Service Standards are met to the levels specified for each performance area. For the purpose of measurement of Concessionaire's performance, broad Key Performance Indicators (KPI) have been specified.
3. For performance areas, where KPIs are not prescribed, Concessionaire shall strive to maintain Service Standards as per good industry practice / original design considerations.

Performance Area	Service Standard	KPI (with targets)	Severity Level
Power Supply	<ul style="list-style-type: none"> ● 24x7 Power supply ● No voltage drops 	<ol style="list-style-type: none"> 1. Number of incidents for unplanned power outage in a month should be ≤ 1 2. Duration of power outage due to unplanned reasons in a month should be < 1 hour 	High
Housekeeping & Sanitation	<ul style="list-style-type: none"> ● Hygiene and Cleanliness at Warehouse premises 	<ol style="list-style-type: none"> 1. No. of complaints from internal and external stakeholders in a month < 2 	Low
Security	<ul style="list-style-type: none"> ● 24x7 security ● Access control ● CCTV cameras 	<ol style="list-style-type: none"> 1. Security issues raised by internal or external stakeholders should be zero 2. No. of incidents of breach of security reported in a month ≤ 1 	High
Fire Safety	<ul style="list-style-type: none"> ● 24x7 operational ● Delhi Fire Services compliant safety measures 	<ol style="list-style-type: none"> 1. No. of fire safety hazards cited/reported in a month should be zero 	High
Repair and rectification works	<ul style="list-style-type: none"> ● Civil inspections and repairs 	<ol style="list-style-type: none"> 1. Delay in completion of repair/rectification work should be within allowable downtime as agreed with DIAL 	Low

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I. Monthly MIS Reporting:

- Concessionaire shall submit a monthly MIS for each performance area to DIAL by 25th of every month.
- Concessionaire's monthly MIS shall include information pertaining to period between 25th of the preceding month to 24th of the ongoing month for which MIS is being submitted.
- Monthly MIS shall start from first 25th immediately following the COD.
- MIS report should capture the following the information for all KPIs (and service areas) mentioned:
 - Count of incidents against each KPI
 - Details of all incidents which occurred during the report month
 - Date of occurrence
 - Date of resolution of incident
 - Date of intimation to DIAL
 - Description of the incident
 - Factors leading to incident
 - Action plan to resolve (for both unresolved and already resolved incidents)
 - Target date (in case of unresolved incidents)
- Concessionaire should provide any other data as and when requested by DIAL

II. Incident Reporting

- Concessionaire shall immediately report to DIAL all incidents related to violation of KPIs in the performance areas of power supply, security, fire safety, and others including but not limiting to incidents which
 - affect the operations at VMRC
 - have caused any injury to any personnel directly or indirectly within VMRC premises
 - have led to damages of any kind to any of Users of VMRC
- Concessionaire's reporting of above incidents shall also be captured in monthly MIS.

III. Damages/compensation for non-maintenance of Service Standards

DIAL shall impose a compensation/damage on the Concessionaire for events of non-compliance to maintenance Service Standards. The triggers for compensation/damage, compensation/damage structure and payment terms are described below:

Compensation/damage Triggers

- Each KPI that does not satisfy the indicated target level will be counted as one KPI Failure
- KPI Failure(s) can be of two categories - High or Low, based on level of criticality of the service area, as indicated in the Service Standards table above
- In case of power supply outage based KPI failure, prolongation of interruption of power outage beyond one hour will be considered as additional KPI failures. Every hour or part hour (after rounding up) of prolonged KPI failure, in excess of one hour, will be equivalent to one KPI failure.

Compensation/damage Structure

Concessionaire will have to pay compensation/damage in the following situations -

1. Occurrence of each KPI Failure
2. Repetition of same KPI Failure within 'X' months of earlier occurrence.
 - a. For Severity Level 'High' - X will be 6 months
 - b. For Severity Level 'Low' - X will be 3 months
3. Each KPI Failure will lead to levy of compensation/damage as per the following table –

Severity Level of KPI Failure	VMRC
High	<ul style="list-style-type: none">• Rs 10,000 per event• In case of a repeated KPI failure Rs 20,000 per repetition
Low	<ul style="list-style-type: none">• Rs 7,500 per event• In case of a repeated KPI Rs 15,000 per repetition

Payment of compensation/damage to DIAL

The compensation/damage payments made by Concessionaire for non-compliance of Service Standards will be considered over and above the revenue share to DIAL made by the concessionaire. DIAL would include compensation/damage incurred in monthly invoice raised by DIAL.

ANNEXURE - E

Environmental Requirements

Compliance to all applicable environmental laws and rules is of topmost importance to DIAL. Ensuring regulatory compliance is the duty of the Concessionaire at the IGI Airport. The following are list of some acts and rules as amended to date which are applicable to Airport and shall be complied with by the Concessionaire at IGI Airport –

- ✓ The Water (Prevention and Control of Pollution) Act, 1974 & Rules, 1975
- ✓ The Water (Prevention and Control of Pollution) Cess Act, 1977 & Rules, 1978
- ✓ The Air (Prevention and Control of Pollution) Act, 1981 & Rules, 1982
 - The Environment (Protection) Acts, 1986 & Rules, 1986 for the aspects of DG Sets emission, stack height and noise requirements
- ✓ Utilization of fly ash for construction and civil projects
- ✓ The Manufacture, Storage and Import of Hazardous Chemical Rules, 1989
- ✓ The Bio-Medical Waste Management Rules, 2016
- ✓ The Chemical Accident (Emergency Planning, Preparedness and Response) Rules, 1996

- ✓ The Solid Waste Management Rules, 2016
- ✓ The Noise pollution (Regulation and Control) Rules, 2000
- ✓ Environmental Impact Assessment Notification, 2006 for Environment Clearance of projects
- ✓ The Hazardous & Other Wastes (Management & Trans-boundary Movement) Rules, 2016.
- ✓ The Plastic Waste Management Rules, 2016
- ✓ The Batteries (Management and Handling) Rules, 2011
- ✓ The E-waste (Management) Rules, 2016
- ✓ The Construction and Demolition Waste Management Rules,2016

The above list is a non -exhaustive list and it shall always be the responsibility of the Concessionaire to keep itself updated on the Environmental Laws. The Concessionaire shall always comply with all Applicable Laws even if the same is not listed in the above list.

Concessionaire shall establish its environment policy in concurrence with DIAL's environment policy and support in mutual agreed manner for sustainability initiatives organized by DIAL for the Airport.

Owner/CEO/Director of the Concessionaire shall provide signed & stamped undertaking in the format attached herein below to DIAL at the time of execution of this Agreement.

<u>UNDERTAKING ENVIRONMENTAL COMPLIANCE</u>			
Unit Name:			
Address:			
Contact Number:			
Unit Owner/CEO /Proprietor/Partner/Director:			
Contact Number:			
Email:			
Unit Environmental Responsible Officer Name:			
Contact number:			
Email:			
Type of the Unit/ Business/ Project/work	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Airlines <input type="checkbox"/> Ground Handling <input type="checkbox"/> Flight Catering <input type="checkbox"/> Fuel Farm/ Service <input type="checkbox"/> Parking service <input type="checkbox"/> Taxi & Transport Service <input type="checkbox"/> Cargo Units <input type="checkbox"/> Hotels </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Engineering & Maintenance <input type="checkbox"/> Housekeeping <input type="checkbox"/> Food & Beverages <input type="checkbox"/> Commercial Shops <input type="checkbox"/> Hospitality units <input type="checkbox"/> Health care <input type="checkbox"/> IT Service <input type="checkbox"/> Consulting Service <input type="checkbox"/> Other </td> </tr> </table>	<input type="checkbox"/> Airlines <input type="checkbox"/> Ground Handling <input type="checkbox"/> Flight Catering <input type="checkbox"/> Fuel Farm/ Service <input type="checkbox"/> Parking service <input type="checkbox"/> Taxi & Transport Service <input type="checkbox"/> Cargo Units <input type="checkbox"/> Hotels	<input type="checkbox"/> Engineering & Maintenance <input type="checkbox"/> Housekeeping <input type="checkbox"/> Food & Beverages <input type="checkbox"/> Commercial Shops <input type="checkbox"/> Hospitality units <input type="checkbox"/> Health care <input type="checkbox"/> IT Service <input type="checkbox"/> Consulting Service <input type="checkbox"/> Other
<input type="checkbox"/> Airlines <input type="checkbox"/> Ground Handling <input type="checkbox"/> Flight Catering <input type="checkbox"/> Fuel Farm/ Service <input type="checkbox"/> Parking service <input type="checkbox"/> Taxi & Transport Service <input type="checkbox"/> Cargo Units <input type="checkbox"/> Hotels	<input type="checkbox"/> Engineering & Maintenance <input type="checkbox"/> Housekeeping <input type="checkbox"/> Food & Beverages <input type="checkbox"/> Commercial Shops <input type="checkbox"/> Hospitality units <input type="checkbox"/> Health care <input type="checkbox"/> IT Service <input type="checkbox"/> Consulting Service <input type="checkbox"/> Other		
DIAL Business Representative name:			
Department & Designation:			
Contact number:			
Email:			
Contract Reference Number /Work order number (PO)			

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

Unit/Project/Work location	
Project/work duration	(Start –End date)
Unit Layout	Attached

UNDERTAKING ENVIRONMENTAL COMPLIANCE

I..... S/o Shri.....R/o....., do solemnly affirm and declare as under

1. That I am.....(Owner/CEO/Proprietor/Partner/Director) of the unit,
M/s (Name and address of the unit)
("hereinafter referred to as the "Unit") and responsible for establishing and operation of the
aforementioned unit

That the proposed activity of the aforementioned unit is.....

That

Description of services/activities in the unit:

Description of the Goods and articles to be kept in the unit:

Raw materials and chemicals (with quantity per day) to be used in the process/activities for the
aforementioned unit will be _____

2. That other detail of the aforementioned proposed unit are as under:
 - a) Plot Area.....sq. meters
 - b) Latitude and longitude of the premises of the unit :
 - c) Electricity LoadkW.
 - d) Date of possession of the land :
 - e) Water consumption.....Kilo liters per day during operation and its
Source..... (Corporation or Ground Water)

Trade effluent dischargeKilo liters per day and its mode of disposal
(Sewer or Drain)

Domestic effluent dischargeKilo liters per day and its mode of
Disposal (Sewer or Drain)

D.G sets details

S.No.	Capacity (in KVA)	Month & Year of installation of	Stack Height above Ground Level (in	Stack Height above roof of the building where D.G. Set	Acoustic enclosure installed

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

		D.G. Set	meters)	installed (in meters)	(Yes/No)

That the unit will comply with the conditions of Environment Clearance F. No. 10-10/2006-IA.III dated 17th January, 2007 and Environment Clearance F. No. 10-72/2016-IA.III. dated 30th May, 2018 issued in the name of Delhi International Airport Limited, New Delhi and directions if any, issued by Ministry of Environment Forest and Climate Change in this regard from time to time

That the unit will comply with the all conditions of valid consent orders issued by Delhi Pollution Control Committee in the unit name and/or valid consent order issued by DPCC in the name of Delhi International Airport Limited for IGI airport and directions, if any, issued by Delhi Pollution Control Committee/Central Pollution Control Board in this regard from time to time.

The unit is complying with and shall always comply with all applicable environmental rules and regulations including, but not limited to following:

Environment (Protection) Act, 1986 and Environment (Protection) Rules, 1986
Water (Prevention and Control of Pollution) Act , 1974
Air (Prevention and Control of Pollution) Act, 1981
The Solid Waste Management Rules, 2016 & its bye laws;
The Construction and Demolition Waste Management Rules,2016
The Plastic Waste Management Rules, 2016 & its amendments, 2018
The Bio-Medical Waste Management Rules, 2016 & its amendments, 2018
The Hazardous & Other Wastes (Management & Trans-boundary Movement) Rules, 2016
The Batteries (Management and Handling) Rules, 2001 and amendment, 2010
The E-waste (Management) Rules, 2016 & its amendments, 2018

That in case of ground water extraction, unit shall obtain bore well registration and permission from concern regulatory authorities and permission from DIAL.

That there will be no discharge of untreated trade effluent from the aforementioned unit.

That all adequate measures to control water/air pollution from the various processes/ activity treatment shall be taken to meet the prescribed standards in the Environment (Protection) Act, 1986 and Environment (Protection) Rules, 1986 as amended to date.

That adequate Effluent Treatment Plant (ETP) shall be provided to meet the prescribed standards.

That adequate Emission Control System (ECS) shall be provided to meet the prescribed standards.

That above mentioned proposed DG Set will be having integral acoustic enclosure and norms prescribed under the Environment (Protection) Rules, 1986, as amended to date for diesel generators, shall be complied. Adequate stack height as prescribed for DG Sets will also be provided. We shall take any and all registrations if required for such DG Sets.

That adequate noise pollution control measures shall be taken to meet the prescribed ambient noise standards.

That provisions of Environment (Protection) Act, 1986 and Rules made there under, as amended to date, shall always be complied.

That unit will support in all DIAL sustainability initiatives/programme run for IGI airport

That only approved fuel as per the Notification of the Govt. of NCT of Delhi will be used.

That the aforementioned unit's name and/or plot/address does not figure in any of the lists of 'H' category industries/Mainly Yamuna Case for which Hon'ble Supreme Court/Delhi Pollution Control Committee has passed orders for closures.

That in case of any change in the process or activity, a fresh undertaking shall be submitted to DIAL.

I hereby verify that what has been stated above is true and correct to the best of my knowledge, and nothing has been concealed therefrom. I hold myself liable for any action initiated by regulatory body under section 15 of the Environment (Protection) Act, 1986 or any other penalty and/or action by regulators. We shall indemnify, defend and hold harmless DIAL and each of its directors, partners, managers, officers, employees and agents (as the case may be) (each, an "Indemnified Party") from and against any liabilities, claims, damages, judgments,

losses, demands and legal proceedings which may be incurred by or brought against an Indemnified Party arising out of any negligence or a breach of any obligation, representation, warranty or covenant contained in this undertaking by any directors, partners, employees, contractors, officers and/or its representatives of the unit/establishment;

In case, it is brought to the notice of DIAL about any non-compliance of any of the provision in this Undertaking, by the Unit, DIAL shall have the right to get the compliance done at the sole cost of the Unit. The Unit shall also be liable to pay 15 % towards administrative charges to DIAL for following up with the Unit for such compliance.

Signature:

Designation:

Date:

ANNEXURE F

BASIC DEVELOPMENT REQUIREMENT

Vehicle Maintenance and Repair Centre (VMRC) Project at IGI Airport, New Delhi
Private & Confidential

Basic Development Requirement		
S.No.	Description	Remarks
1	Plot Size	600 sqm
2	VMRC Structure Recommended	PEB Structure designed with seismic zone IV compliant
3	Clear Height of VMRC (At edges)	20 ft (Maximum)
4	Circulation Space Pavement	Flexible pavement considering 10 MSA as per IRC 37-2012
5	Entry/ Exit gates	Sliding iron gates
6	The Concessionaire shall procure Approvals (Not limited to)	As provided in the Agreement, including but not limited to, of Delhi International Airport Ltd., Delhi Fire Services, etc.,
7	Security System	CCTV's to cover the complete facility with 30 days back up, Access controls at gates, etc.,
8	Sewerage & Storm drain system	To be designed & to connect with the nearby existing sewer/storm line
10	Admin & Toilet Blocks	As per the operation requirements
<p><i>Note: 1. Perimeter boundary, Levelling of the plot & utility provisioning as single point of connection shall be done by Concessionaire</i></p>		

ANNEXURE G
COMPLETION PARAMETERS

The parameters for achieving completion of VMRC and Completion Certificate shall include, but not be limited to, the following:

1. Concessionaire shall provide as-built drawings
2. Concessionaire shall provide asset list with details of facilities developed.

3. Concessionaire shall provide operation and maintenance manual
4. Concessionaire shall obtain NOC/clearance from chief fire officer, Delhi.
5. Concessionaire shall obtain NOC/Clearance from Central Electricity Authority
6. Concessionaire shall obtain structural stability certificate duly signed by the licensed architect and structural engineers.
7. Concessionaire shall obtain height NOC certificate from Airport Authority of India.
8. Concessionaire shall obtain notarized certificate by the licensed surveyor for verification of achieved height.
9. Concessionaire shall obtain required license to operate the Facility.
10. Concessionaire shall submit compliance report with respect to the Basic Development Requirements.