

**DELHI INTERNATIONAL AIRPORT LIMITED**

**REQUEST FOR QUALIFICATION**

**(“RFQ”)**

**FOR**

**GMR AEROCITY HOSPITAL PROJECT**

**AT**

**INDIRA GANDHI INTERNATIONAL AIRPORT, DELHI**

**(“AIRPORT”)**

**9<sup>th</sup> August, 2022**

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**DISCLAIMER:**

- A. This Request for Qualification (“**RFQ**”) document is being issued by Delhi International Airport Limited (“**DIAL**”) as the first step of a two-stage Bidding Process (as defined hereinafter) to shortlist the Qualified Applicants (as defined hereinafter) for participation in the Bid Stage (as defined hereinafter) for selection of the Selected Bidder (as defined hereinafter) for designing, developing, financing, constructing, operating, managing and maintaining the Project (as defined hereunder), more particularly described in this RFQ.
- B. The RFQ has been prepared for the purpose of providing certain information to the Applicant(s) (as defined hereinafter), who are desirous of participating in the Bidding Process proposed to be conducted by DIAL for the selection of the Selected Bidder, who shall act as, or nominate to act as, the Developer (as defined hereinafter) for designing, developing, financing, constructing, operating, managing and maintaining the Project on the identified Site (as defined hereinafter) and for no other purpose. In no circumstances shall DIAL or its employees, officers, directors, advisors, consultants, contractors and/or agents incur any liability arising out of or in respect of the issue of this RFQ, or the Bidding Process set out herein.
- C. This RFQ is not an agreement and is neither an offer nor invitation by DIAL to any Applicant(s) or any other person. The sole purpose of this RFQ is to provide the Applicants with preliminary information that may be useful to them in the formulation of their Application(s) (as defined hereunder) and to solicit parties, who are interested to be short-listed for considerations for a further Bidding Process to select the Selected Bidder for grant of the Project pursuant to this RFQ.
- D. The information contained in this RFQ or subsequently provided to an Applicant whether verbally or in documentary or any other form, by or on behalf of DIAL or any of its directors, advisors, consultants, contractors, officers, employees and/or its agents, is provided to the Applicant(s) on the terms and conditions set forth in this RFQ and such other terms and conditions subject to which such information may be provided.
- E. This RFQ and the related information is being made available by DIAL to the Applicant without any cost and as per the terms set out in this document. The possession or use of this RFQ in any manner contrary to any applicable law or for any purpose other than as specified in this RFQ is expressly prohibited. The Applicant shall duly inform itself of and shall observe any applicable legal requirements. This RFQ is issued upon an express understanding and agreement that the Applicant shall use it only for the limited purpose of preparing and submitting its Application and for no other purpose whatsoever.
- F. This RFQ does not purport to contain all the information that the Applicant, its directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the Application. This RFQ is a summary of the 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 in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.

- G. This RFQ may not be appropriate for all persons, and it is not possible for DIAL, its employees or advisors to consider the objectives, financial situation and particular needs of each party, who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct.
- H. The information in this RFQ does not purport to be comprehensive or to have been independently verified. Nothing in this RFQ shall be construed as business, legal, financial and/or tax advice. This RFQ includes statements, which reflect various assumptions and assessments arrived at by DIAL in relation to the Project. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements, assumptions, assessments and information contained in this RFQ and obtain its own independent advice, including business, legal, financial and/or tax advice.
- I. Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DIAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- J. DIAL accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.
- K. Each Applicant shall bear all costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any presentations which may be required by DIAL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and DIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Applicant in preparation or submission of the Application.
- L. DIAL reserves the right to not release or furnish the documents related to the RFQ and/or any information contained therein to any Applicant or third party without assigning any reason whatsoever. DIAL further reserves the right to update, amend, modify or supplement this RFQ, the related documents and/or any information contained herein at any time by notice, as more particularly detailed in Clause 5.12 (Amendments to the RFQ) of this RFQ.
- M. Neither the information contained in this RFQ nor any other written or verbal information, in relation to the process set out in the RFQ for the evaluation or in relation to the RFP (as defined hereinafter) or evaluation of the proposals thereof or award of the Project, is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the Project and should not be relied on as such.

- N. Nothing in this RFQ is, nor shall be relied upon as, a promise or representation as to DIAL's ultimate decision in relation to the award of the Project or otherwise. The Applicant shall not, therefore, have the opportunity to revise its Application following submission, except as expressly provided in this RFQ. However, DIAL reserves the right to change the basis of or the procedures (including the timelines) relating to the selection process, reject any or all of the Application(s), not issue or release the RFQ to any particular Applicant, not invite any or all Applicant(s) to proceed further, not furnish any Applicant with any additional information, not negotiate with any shortlisted applicant in respect of the award of the Project and/or change the size and scope of the Project. The Applicants may note that the area of the site and the total built up area permitted to be constructed thereon are currently indicative and are subject to requisite approvals and/or any changes by DIAL.
- O. Nothing contained in this RFQ shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. Each Applicant is advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details, if contained, in this RFQ or as may be provided by DIAL during the process and before submitting their respective Application(s).
- P. No person, other than Mr. Abhishek Jain, Chief Commercial Officer, has been authorized by DIAL to give any information or to make any representation not contained in this RFQ and, if given or made, any such information or representation shall not be relied upon unless as having been so authorized.
- Q. Nothing contained in this RFQ is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFQ are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
- R. This RFQ outlines DIAL's expectations in relation to the Application(s) to be submitted by the Applicant(s). No legal or other obligation shall arise in DIAL's name unless and until the definitive agreement(s) have been formally and validly executed with the Selected Bidder identified by DIAL and all conditions to the effectiveness of such Agreement(s) have been fulfilled.
- S. Each Applicant 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 RFQ in any such contract or any correspondence between DIAL and the Applicant shall not be construed as this RFQ forming part of such contract.
- T. Each Applicant's acceptance of delivery of this RFQ constitutes its agreement to, and acceptance of, the terms set forth in this RFQ. By acceptance of this RFQ, each Applicant agrees that this RFQ and any information contained herein supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

- U. The Applicant(s) (or its advisers or consultants) are prohibited from any form of collusion or arrangement with anyone to influence the Qualification Process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Applicant towards any officer and/or 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 RFQ or any other contract, shall render the Applicant to such liability and/or penalty as DIAL may deem proper, including, but not limited to, rejection and blacklisting of the Applicant.
- V. DIAL may conduct the process as set out hereunder either by itself, or through or with the assistance of one or more advisors and agencies. Each Applicant consents to DIAL sharing the Application and all other information as may be provided by the Applicant during the process and thereafter, with such advisors and agents. It is clarified that acceptance, evaluation and selection of the Applicant 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.
- W. No extension of time shall be granted under any circumstances to any particular Applicant for submission of its Application including, but not limited to, on the grounds that the Applicant did not obtain a complete set of this RFQ, or on any other ground(s), except as expressly provided in this RFQ.
- X. DIAL reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to DIAL or any of its respective officers, employees, advisors or agents.
- Y. DIAL, its employees, officers, directors, advisors, consultants, contractors, servants and/or agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the selection of the Developer.

## ABBREVIATIONS/DEFINITIONS

**In this RFQ, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:**

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

“**Affiliate**” with respect to a person, means: (i) in the case of a person other than a natural person, any other person that either directly or indirectly through one or more persons, Controls, is Controlled by or is under common Control with such person; and (ii) in relation to a natural person, any relative of such a natural person and any other person, either directly or indirectly, Controlled by such a natural person;

“**Agreement**” shall have the meaning ascribed to such term in Clause 1.2.1 of this RFQ;

“**Airport/ IGIA/ IGI Airport**” means Indira Gandhi International Airport at New Delhi.

“**Applicable Laws**” with respect to the Works and all such matters in connection with and incidental to this RFQ, shall mean: (i) all laws (including amendments or re-enactments) promulgated or brought into force and effect by any Governmental Authority(ies) or any statutory authority in the Republic of India, which shall include statutes, rules, regulations, bye-laws, policies, protocols, codes, guidelines, notices, circulars, directions made thereunder; (ii) judgments, decrees, injunctions, writs and orders issued by any court; and (iii) the rules, regulations, development controls, instructions and guidelines (including policies and circulars) issued by DIAL as the airport operator, from time to time, whether from the date hereof or thereafter;

“**Applicant(s)**” shall have the meaning ascribed to such term in Clause 5.2 of this RFQ;

“**Application(s) Due Date/ Due Date**” shall have the meaning ascribed to such term in Clause 4.1 of this RFQ;

“**Application(s) for Qualification/ Application(s)**” shall have the meaning ascribed to such term in Clause 2.2 of this RFQ;

“**Available Capital for Investment (ACI)**” shall mean in case of Funds, on the basis of minimum investible funds (i.e., immediately available funds for investment and callable capital) subject to the limits of investment in a single investee entity in the relevant jurisdiction for a foreign investment fund, or the maximum permissible investment limit for an alternative investment funds (AIF) (as per SEBI (Alternative Investment Funds Regulations, 2012), as applicable (“Available Capital for Investment” or “ACI”). It is clarified that Applicants other than Funds cannot use ACI for the purposes of qualification.

“**Bid Stage**” shall have the meaning ascribed to such term in Clause 3 of this RFQ;

“**Bidder(s)**” shall have the meaning ascribed to such term in Clause 3 of this RFQ;

“**Bidding Process**” shall have the meaning ascribed to such term in Clause 2.1 of this RFQ;

“**Bids**” shall have the meaning ascribed to such term in Clause 3 of this RFQ;

“**COD**” shall have the meaning ascribed to such term in Clause 5.2(e) of this RFQ;

“**Conflict of Interest**” shall have the meaning ascribed to such term in Clause 5.3 of this RFQ;

“**Control(s)/ Controlled**” shall have the meaning ascribed to such term in Clause 5.2(f) of this RFQ;

“**Developer**” shall have the meaning ascribed to such term in Clause 3 of this RFQ;

“**DIAL**” shall have the meaning ascribed to such term in the Description of Parties of this RFQ;

“**Entity**” shall have the meaning ascribed to such term in Clause 5.2(g) of this RFQ;

“**Funds**” shall mean private equity funds, real estate investment trusts, venture capital funds or any Qualified Institutional Buyer as defined in the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any entity, whether or not financially regulated in India, involved in the business of banking, insurance, lending or otherwise financing projects.

“**Financial Qualification**” shall have the meaning ascribed to such term in Clause 5.4.2 of this RFQ;

“**GMR Aerocity/ Aerocity**” shall have the meaning ascribed to such term in Clause 1.1 of this RFQ;

“**Joint Bidding Agreement**” shall have the meaning ascribed to such term in Clause 5.2(c)(iv) of this RFQ;

“**Key Management Personnel (KMP)**” means:

- a. All directors or members of the governing body of the Entity; and
- b. Other persons having the authority and responsibility for planning, directing and controlling the activities of the reporting Entity. Where they meet this requirement, key management personnel include:
  - i. Where there is a member of the governing body of a whole-of-government Entity who has the authority and responsibility for planning, directing, and controlling the activities of the reporting Entity, that member;
  - ii. Any key advisors of that member; and
  - iii. Unless already included in (a), the senior management group of the reporting Entity, including the chief executive officer, chief financial officer or permanent head of the reporting Entity.

“**Minimum Net Worth**” shall have the meaning ascribed to such term in Clause 5.4.2 of this RFQ;

“**OMDA**” shall have the meaning ascribed to such term in Clause 1.1 of this RFQ;

“**Project**” shall have the meaning ascribed to such term in Clause 1.2.1 of this RFQ;

“**Qualification**” shall have the meaning ascribed to such term in Clause 2.2 of this RFQ;

“**Qualification Criteria**” shall have the meaning ascribed to such term in Clause 5.4 of this RFQ;

“**Qualification Process**” shall have the meaning ascribed to such term in Clause 5.1(a) of this RFQ;

“**Qualification Stage**” shall have the meaning ascribed to such term in Clause 2.2 of this RFQ;

“**Qualified Applicant(s)**” shall have the meaning ascribed to such term in Clause 5.4 of this RFQ;



**“RFP or Request for Proposals”** shall have the meaning ascribed to such term in Clause 3 of this RFQ;

**“RFQ”** shall have the meaning ascribed to such term in Recital A;

**“Selected Bidder”** shall have the meaning ascribed to such term in Clause 1.2.1 of this RFQ;

**“Site”** shall have the meaning ascribed to such term in Clause 1.2.3 of this RFQ;

**“Technical Qualification”** shall have the meaning ascribed to such term in Clause 5.4.3 of this RFQ;

### **PRINCIPLES OF INTERPRETATION**

(i) Throughout this RFQ, unless indicated otherwise by the context, the singular also means plural.

(ii) Any reference in this RFQ to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be from time to time amended, modified, extended or re-enacted, whether before or after the date of this RFQ.

(iii) The words “hereof,” “herein”, “hereunder” and words of similar import when used in this RFQ shall refer to this RFQ as a whole and not to any particular provision of this RFQ. The words “include” and “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

(iv) The headings and sub-clauses of this RFQ are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

(v) References to articles, recitals, clauses are, unless the context otherwise requires, references to articles, recitals and clauses of this RFQ.

(vi) References to days, months and years are references to calendar days, calendar months and calendar years respectively.

(vii) References to person shall mean any natural or legal person.

(viii) References in this RFQ to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by an entity shall, in each case, mean in written form and signed by an authorized signatory of such entity.

## SECTION I: PROJECT INFORMATION

### 1. INTRODUCTION

#### 1.1. Background

DIAL has entered into the Operation, Management and Development Agreement dated April 4<sup>th</sup>, 2006 (“**OMDA**”) with Airport Authority of India (“**AAI**”), pursuant to which DIAL has been granted the exclusive right to operate, manage and develop the Indira Gandhi International Airport at New Delhi (“**IGI Airport**”) for a period of 30 years, extendable by an additional 30 years by the AAI. As part of the said right to operate, manage and develop the IGI Airport, DIAL is permitted to undertake certain commercial development activities in contiguous parcels attached to the Airport Site on the terms and conditions set out under the OMDA.

DIAL is committed to establish the IGI Airport as one of the leading airport of international repute, inter alia, in terms of quality and efficiency and to set a benchmark for airport development. The proposed development of the Project is coherent with DIAL's pursuit for operational excellence at or around the Airport by setting up a world-class hospital catering to the domestic and international passengers seeking medical assistance.

“**GMR Aerocity**”, located at the heart of Delhi NCR with close proximity to both domestic & international terminals, with its magnificent & complete bouquet of leisure, business avenues & other offerings. Boasting a sustainable, smart, and resilient infrastructure with premium office spaces, world-class hospitality, 100+ world's most exquisite F&B brands, and a vibrant urban environment, GMR Aerocity is a popular destination for visitors.

#### 1.2.1 About Project

DIAL intends to develop a state-of-the-art multi-specialty hospital at GMR Aerocity, IGI Airport in New Delhi (hereinafter referred as ‘**Project**’). It is a unique and a *first of its kind* greenfield opportunity with a potential Built Up Area (BUA) of approx. 4- 5 lac sq. ft. (the details regarding exact land area and applicable development controls will be provided at the RFP stage).

The bidder selected pursuant to the Bidding Process (“**Selected Bidder**”), shall be responsible for designing, developing, procuring, financing, constructing, engineering, operation and maintenance of the Project, and installing medical equipment, refurbishment (as and when required), under and in accordance with the provisions of definitive agreements (“**Agreement**”) to be entered into between the Selected Bidder and DIAL.

DIAL shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DIAL, and all Applications shall be submitted in accordance with such terms on or before the date specified in the clause 4.1, “Timeline(s) of key events in the Qualification Stage” for submission of Applications.

#### 1.2.2. Superior Infrastructure

As an ongoing commitment to ensure superior infrastructure and connectivity, various initiatives are being undertaken by DIAL along with governmental authorities to integrate, create and improve the overall infrastructure in and around IGI Airport. The revised Master Plan of IGI Airport has been developed by

M/s Landrum & Brown and projects passenger capacity of over 100 Million passengers per annum over a period of time.

### 1.2.3. Site

The site identified for the Project is located in GMR Aerocity as shown in **Annexure A**, (“**Site**”) The exact area and dimensions of the Site plot shall be provided in the RFP process.

It is intended that the Selected Bidder shall be granted the rights to design, develop, finance, construct, operate, manage and maintain the Project for a period ending on the expiry or termination of present DIAL’s rights under the OMDA. Further, DIAL in its discretionary has the right to extend the Term for further period on such terms and conditions as determined by DIAL, subject to extension of term of the OMDA.

## SECTION II: QUALIFICATION PROCESS

### 2. Brief description of Qualification Process

- 2.1. DIAL has adopted a two-stage competitive bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The Selected Bidder shall be invited for implementing the Project.
- 2.2. The first stage (the "**Qualification Stage**") of the Bidding Process involves shortlisting and qualification (the "**Qualification**") of Applicants, who have submitted an Application in accordance with the provisions of this RFQ (“**Application(s) for Qualification or Application(s)**”).
- 2.3. Please note that the details for formation of a special purpose vehicle and the structure for the same to perform the role of the Developer, shall be provided in the RFP stage.
- 2.4. This RFQ can be accessed without payment. However, the Applicant shall be required to pay a non-refundable security amount of INR. 100,000/- (Indian Rupees One Lakh only) or 1250 USD (One Thousand Two Hundred Fifty USD only) and applicable GST amount to DIAL, as the cost of the RFQ process by way of demand draft in the favor of “Delhi International Airport Limited” payable at New Delhi along with the submission of the Application(s).
- 2.5. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the format as attached at **Annexure H**.
- 2.6. In the Qualification Stage, the Applicants would be required to furnish the information specified in this RFQ. Only those Applicants that are qualified and shortlisted by DIAL shall be invited to submit their Bids for the Project in the subsequent RFP stage.
- 2.7. Any queries or request for additional information concerning this RFQ shall be submitted only via e-mail in the format provided in **Annexure L** on the following email address: ‘dial.ald@gmrgroup.in’ or such other e-mail address as may be provided by DIAL, to the officer designated in Recital P of this RFQ. The email communications shall clearly bear the following identification/subject:

*Queries/ Request for Additional Information: RFQ for “GMR Aerocity Hospital Project, IGI Airport, New Delhi”.*

**Site Visit**

- 2.8. Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
  - 2.9. The Applicants are, therefore, advised to visit the site on a business day between 1000 hours IST to 1700 hours IST and familiarize themselves with the Project.
  - 2.10. The site visit to the Service Area shall be coordinated with DIAL or its authorized agency. The Applicants shall inform DIAL or its authorized agency of the proposed date, time of the visit, and number of persons visiting the site and their details and take approval, on the following email address: dial.ald@gmrgroup.in or such other e-mail address as may be provided by DIAL.
  - 2.11. The e-mail should clearly bear the following subject line: "Site Visit for GMR Aerocity Hospital Project, IGIA, New Delhi".
  - 2.12. Once DIAL or its authorized agency confirms the dates, time and number of visitors for such Site visit, the Applicants will undertake the Site visit at their own expense, cost, liability and risk to ascertain for themselves the site conditions, area, location, facilities, and any other matters considered relevant by them.
3. **Bid Stage (RFP stage):** At the end of this Qualification process, DIAL shall shortlist the Qualified Applicants (the "**Bidders**"), who shall be eligible for participation in the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals**" or "**RFP**") and accordingly intimate them. In the Bid Stage, the Qualified Bidders shall be called upon to submit their bids in respect of the Site and the Project ("**Bids**"), the details of which and the requirements whereof, shall be more particularly set out in RFP documents to be provided by DIAL. Pursuant to the Qualified Bidders participation in the Bid Stage, DIAL intends to select 1 (one) Selected Bidder, who shall create a special purpose vehicle to perform the role of the "**Developer**" of the Project on the Site, in accordance with the terms and conditions that will be provided in RFP.

**4. Timeline and Communication Address**

**4.1 Timeline(s) of key events in the Qualification Stage:**

Serial No.	Key Event Description	Timeline and Estimated Dates
	<i>Qualification Stage</i>	
1.	Date of advertisement published in leading Indian newspapers and DIAL website	09.08.2022
2.	Last date for receiving queries by applicants	24.08.2022
3.	DIAL's response to Applicant Queries	08.09.2022
4.	"Application Due Date/ Due Date"	07.10.2022

4.2 Each of the envelope and/or communication to DIAL relating to this RFQ shall be addressed to:

**Mr. Abhishek Jain, Chief Commercial Officer – Airport land Development,**  
Delhi International Airport Limited  
New Udaan Bhawan, Near Terminal 3,  
Indira Gandhi International Airport,  
New Delhi – 110 037

### **SECTION III: INSTRUCTIONS FOR APPLICANTS**

#### **5.1 Scope of Application for Qualification:**

- a) DIAL invites Applications for Qualification in order to qualify Applicants, who satisfy the eligibility criteria and the Qualifying Criteria, as Qualified Bidders for the Bidding Stage (“**Qualification Process**”).
- b) In the Qualification Process, each Applicant will be evaluated on the basis of its Application, details of which are provided in these Instructions to Applicants.
- c) In order to promote consistency among the Applications and minimize potential ambiguities regarding how the Applications will be interpreted by DIAL, the format in which each Applicant will specify the fundamental aspects of its Application has been broadly outlined in the annexures to this RFQ.

#### **5.2. Eligibility Criteria of “Applicant”:**

- a) An Applicant may apply as a single Entity, or as a member of a consortium in respect of the Project. It is clarified that any Applicant shall not be permitted to apply as a single Entity as well as a member of a consortium in respect of the Project. However, the Applicant who has applied as the single Entity may opt for the consortium at the bidding stage during RFP process.
- b) Applicant, on its own or through its Affiliate, shall satisfy the Eligibility Criteria and Qualification Criteria to qualify for the Bid Stage. In case the Applicant is a consortium, the Eligibility Criteria and the Qualifying Criteria, shall be satisfied by the consortium members as their own or through their Affiliate.
- c) Where the Applicant is a consortium, in addition to the requirements set out elsewhere in this RFQ, such Applicant shall comply with the following additional requirements:
  - i. The Application for Qualification shall contain the information required for each member of the consortium, including inter alia general information such as the nature of Applicant (company, LLP, Fund etc.), country of incorporation, details of registered office, date of incorporation, ownership and shareholding, etc.
  - ii. The members of the consortium shall nominate 1 (one) member as the lead member, who on its own or through its Affiliate, shall meet the Financial Qualification and shall necessarily hold a minimum of 26 % (twenty-six percent) of the legal and beneficial interest in the subscribed and paid-up share capital of the Developer as per conditions to be provided in the RFP. Such nomination shall be supported by a notarised Power of Attorney, as per the prescribed format set out in **Annexure J** and shall be signed by all members of the consortium.

- iii. In case the consortium is relying on a member, other than the lead member for the Technical Qualification, then such member shall on its own or through its Affiliate, hold a minimum of 10% (ten percent) of the legal and beneficial interest in the subscribed and paid-up share capital of the Developer as per the conditions to be provided in the RFP.
  - iv. Members of the consortium shall enter into a binding “**Joint Bidding Agreement**” capturing in the format provided in **Annexure K** for the purpose of participation in the Bidding Process. Except as provided under this RFQ and bidding documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written approval of DIAL.
  - v. The lead member of the consortium shall be the single point of contact for the purposes of the RFQ. The contact details of the lead member shall be provided in the Application for Qualification documents.
  - vi. Any change in the composition of the Consortium after qualification and at the time of the submitting the Bid shall be with the prior written approval of DIAL. Provided further that any approval for change in the composition of a Consortium shall be at the sole, absolute and unfettered discretion of DIAL and must be approved by DIAL in writing.
- d) Notwithstanding anything to the contrary, Entity, who has relied on the credentials of its Affiliates, it would, as part of its Technical Qualification, be required to submit, (i) in case an Entity other than Funds, a certificate from its statutory auditor/chartered accountant in practice; and (ii) in case of a Funds, a certificate from its statutory auditor/ chartered accountant in practice/ Key Management Personnel, certifying that the entity whose credentials are being relied upon is an Affiliate of such Entity in the format prescribed in **Annexure F** or equivalent as acceptable to DIAL.
- e) If, the Applicant satisfies the Eligibility Criteria and/or Qualification Criteria to qualify for the Bid Stage through its Affiliate, then the Applicant shall hold the affiliation at all times until the second anniversary of Commercial Operation Date (the “**COD**”) of the Project. Subsequently, any change in affiliation shall be reported to DIAL.
- f) “**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 more than 50% (fifty percent) of the legal and beneficial interest; and "Controlling" and "Controlled by" shall be construed accordingly.
- g) Further, **Entity** shall means (i) 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 or the Limited Liability Partnership Act, 2008; or (ii) an entity incorporated under a similar/ equivalent legislation; or (iii) in case of foreign entities/ authority/ corporation created or incorporated under relevant applicable legislation; or (iii) a Hindu Undivided Family, association of persons, partnership firm, trust, beneficiary(ies) of a trust; or (iv) Funds;
- h) Such other terms and conditions that may be set out in the RFP.

### 5.3. Disqualifications/ Conflict of Interest:

- a) DIAL shall have the right, in its sole discretion, to disqualify any Applicant from participation in the Bidding Process, if such Applicant or, in the case of consortium, any member of the consortium, or any of the Affiliates of the aforesaid persons or the promoters, directors, partners, beneficial owners or senior management of the aforesaid persons or their Affiliates:
- (i) has participated as an advisor or consultant to DIAL in the preparation of any documents, design or technical specifications of the Project;
  - (ii) has a relationship with another Applicant that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other;
  - (iii) has two separate Application submitted through common Affiliate;
  - (iv) any two separate Applicants submitting Application through common Affiliate;
  - (v) if any legal, financial or technical advisor or consultant of DIAL in relation to the Project is engaged by the Applicant, in any manner for matters relating to Qualification Process.
  - (vi) if an Applicant, including any of its Affiliates, has, in the last 3 (three) years, failed to perform its obligations under any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Affiliates;
  - (vii) if in the last 5 (five) years, the Applicant and its Affiliate: (i) has willfully defaulted its payment obligations or breached the material terms of the contract with DIAL/ AAI; or (ii) has been expelled from any project or contract by Government/Quasi-Government DIAL/ AAI; or (iv) has rescinded or abandoned contract with any entity including DIAL/ AAI;
  - (viii) if in the last 5 (five) years, the Applicant and its Affiliate has committed any fraud, deceit or misrepresentation in relation to contract with any entity.
  - (ix) if the Applicant or its Affiliate has been barred/ blacklisted by the Central/ State Government, or any entity controlled by the Central/ State Government or by DIAL or its group entities, from participating in any tender process/ project and the bar subsists as on the Application Due Date. In case the Applicant is a foreign entity, such Applicant or its Affiliate shall not have been barred by the State or Federal Government or public authority in the state of incorporation of such foreign entity; and/ or
  - (x) if there are pending, active, or previous legal action by/against the Applicant and the Affiliate if applicable, that may prevent its participation in the Qualification Process or it from fulfilling its obligations as specified in this RFQ and prevent it from submission of Application, Bid (when required) and execution of the definitive agreement(s) and any other forms and deeds as required.
- b) It is clarified that, DIAL reserves the right to disqualify an Applicant from participation in the Bidding Process, in case DIAL becomes aware of any facts or circumstances (including facts and circumstances which arise after issuance of the RFQ), which would have rendered the Applicant liable for disqualification under the Qualification Stage.
- c) Further, it is clarified that in case the Applicant is a consortium, even if 1 (one) member of the consortium is disqualified under the provisions hereof, then the entire consortium shall stand disqualified. The decision of DIAL shall be final and binding on all Applicant(s).

### 5.4 Qualification Criteria:

To be eligible to be declared as a “**Qualified Applicant**”, only those Applicants who satisfy the eligibility criteria specified in Clause 5.2 and who are not disqualified in accordance with Clause 5.3 shall be considered for evaluation.

Applicants shall be required to demonstrate their qualification and experience on the basis of following Qualifying Criteria for the Project (collectively, “**Qualification Criteria**”):

**5.4.1 Basic Qualification:**

- a) The Applicant shall be 1 (one) bidder or 1 (one) bidding consortium validly existing and incorporated under applicable law;
- b) The Applicant has the requisite corporate power and authority and is permitted under its constitutional documents to submit the Application, to execute the definitive agreements and to perform its obligations thereunder (if Applicant is selected and issued the Letter to Award);

**5.4.2 Financial Qualification:**

For submitting the Application and for being considered for subsequent qualification for the bidding stage, the Applicant (in case of a Consortium, any Member whose financial capacity has been reckoned for the purposes of meeting the Financial Eligibility Criteria) shall, individually or along with its Affiliate(s), shall satisfy the following financial criteria (“**Financial Qualification**”):

A **Minimum Net Worth** of INR 250 Cr. /- (Indian Rupees Two hundred and Fifty Crores only) for the corporate entities or Minimum Available Capital for Investment (ACI) of INR 500 Cr. /- (Indian Rupees Five hundred Crores only) for non-corporate entities including Funds, as applicable, as per the latest audited annual financial statement i.e. 31<sup>st</sup> March, 2022 or 31<sup>st</sup> December 2021, as applicable/ adopted as the financial year, duly certified by a statutory auditor / practicing-chartered accountant in case of Entity other than Funds and duly certified by a statutory auditor/ practicing- chartered accountant/ Key Management Personnel in case of Funds, and the certificate of the same shall be submitted to DIAL as per the format provided in **Annexure E** or equivalent as acceptable to DIAL. Copy of the immediately preceding 2 (two) years financial statements in case of an incorporated entity and certificate as per **Annexure E** or equivalent as acceptable to DIAL, shall be submitted to DIAL.

**5.4.3 Technical Qualification:**

For demonstrating technical qualification and experience (“**Technical Qualification**”), the Applicant in case of single Entity by itself or through its Affiliate, or in case of consortium through any 1 (one) member whose technical qualification is being relied on, must meet the following criteria:

**Bed Capacity Criteria**

The Applicant itself or through its Affiliate must as on the date of submission of the Application, be the majority owner and/or operator and/or developer of at least 1 multi-specialty hospital in India with a capacity of minimum 300 multi-specialty census beds (at a single unit), or at least 1 multi-specialty hospital outside India with a capacity of minimum 100 multi-specialty census beds (at a single unit), offering at least any three of the following four specialties – (i) cardiology, (ii) cardiothoracic surgery, (iii) neurosurgery and (iv) oncology, which is duly certified by a statutory auditor/chartered accountant in practice in case of Entity other than Funds and duly certified by a statutory auditor/ chartered accountant in practice/ Key Management Personnel in case of Funds, according to the format provided in **Annexure D** or equivalent as acceptable to DIAL.



**AND**

The Applicant should have a JCI (Joint Commission International) accreditation related to healthcare operations or such accreditation related to healthcare operations as acceptable by DIAL.

For the avoidance of doubt, census beds shall mean in patients ward beds (general, twin, single, deluxe, suite, ICU, HDU, isolation, etc.). All other beds (emergency, daycare, pre and post op, dialysis, etc.) qualify as non-census beds for the purposes of this RFQ.

Where the financial statements are expressed in a currency other than the Indian Rupee or USD, the eligible amount as described above shall be computed @ INR 80 per US dollar. All financial information required for satisfying the qualification criteria shall be represented in Indian Rupees for Indian Applicants and in USD for International Applicants.

DIAL and its advisors reserve the right to seek any additional indemnities, warranties, representations or performance obligations from one or all Bidder(s) or any of their group companies to their satisfaction.

DIAL and its advisors reserve the right to ask for any additional documents as required to verify and assess the eligibility.

The ultimate beneficial owner for any Applicant should not be the same as that of any other Applicant.

**5.5 Supporting Documents:**

The Applicants shall enclose with its application the following:

- a) Cover Letter as per the format prescribed in **Annexure B** (*Format of the Cover Letter*)
- b) General information of the Applicant along with a profile of the Applicant setting out its expertise and capabilities, as per the format prescribed in **Annexure C**;
- c) A certificate from the statutory auditor/ chartered accountant in practice/ Key Management Personnel (in case of Funds), by the Applicant substantially in the format set out in **Annexure D** or equivalent as acceptable by DIAL, certifying its Technical Qualification in accordance with the RFQ, along with copies of JCI certification or such accreditation, as acceptable by DIAL.
- d) A certificate from the statutory auditor/chartered accountant in practice/ Key Management Personnel (in case of Funds), by the Applicant substantially in the format set out in **Annexure E** or equivalent as acceptable to DIAL, certifying its Financial Qualification in accordance with the RFQ;
- e) In case the Applicant has relied upon the credentials of an Affiliate, a certificate from the statutory auditor/chartered accountant in practice/Key Management Personnel (in case of Funds) of the Applicant substantially in the format set out in **Annexure F** or equivalent as acceptable to DIAL, certifying that the Entity whose credentials are being relied upon is an Affiliate of such Entity;
- f) Notarised Power of Attorney for signing the Application, as per the prescribed format set out in **Annexure G**;
- g) Letter of Undertaking as per the prescribed format set out in **Annexure H**;
- h) Confidential Undertaking in **Annexure I**;
- i) Constitutional documents of the Applicant;
- j) In case of consortium, power of attorney for lead member of consortium, as per the prescribed format set out in **Annexure J**;
- k) In case of consortium, joint bidding agreement, as per the prescribed format set out in **Annexure K**;

- l) Copy of the immediately preceding 2 (two) years financial statements if the Applicant is an incorporated entity; and
- m) Any other document(s) as per the terms and conditions of this RFQ require to be filed by Applicant.

The following conditions shall be adhered to while applying:

- i) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the annexures is insufficient. Alternatively, Applicants may format the prescribed forms making-due provision for incorporation of the requested information;
- ii) information supplied by an Applicant must apply to the Applicant, or Affiliate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification; and
- iii) in responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with the Qualification Criteria as mentioned in this RFQ.

For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

#### **5.6 Sealing of the Application:**

- a) Complete Application (along with information and documents as required hereunder) must be submitted in a sealed envelope to the address below by 1700 hrs of Application Due Date and be clearly marked:  
“Request for Qualification for “GMR AEROCITY HOSPITAL PROJECT, IGI Airport, New Delhi”
- b) Each of the envelope shall be addressed as provided in clause 4.2 of this RFQ.
- c) If the envelope is not sealed and/or not marked as instructed above, DIAL assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- d) The Application shall be signed by a person or persons duly authorized to sign on behalf of the Applicant. The authorization in favour of the person, signing the Application, shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the Applicant making such authorization.
- e) DIAL shall not be responsible for the loss or non-receipt or delay in the receipt of any Application sent by post or courier.

#### **5.7 Due Date:**

The Applicant shall submit their Application within the Application Due Date provided in Clause 4.1 of this RFQ document at the address provided in clause 4.2 of this RFQ Document.

#### **5.8 Number of Applications and costs thereof:**

An Applicant is eligible to submit only one Application for the Project.

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in either the Qualification Stage or the Bidding Stage. DIAL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 5.9 Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a) made a complete and careful examination of the RFQ;
- b) received all relevant information;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of DIAL relating to any of the matters referred to Site visit and verification of information; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

DIAL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Application Process, including any error or mistake therein or in any information or data given by DIAL.

### 5.10 Right to accept or reject any or all Applications

Notwithstanding anything contained in this RFQ, DIAL reserves the right to accept or reject any Application and to annul the Application Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event that DIAL rejects or annuls all the Applications, it may in its discretion, invite all eligible Applicants to submit fresh Applications.

DIAL reserves the right to reject any Application including but not limited to following reasons:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Applicant does not provide, within the time specified by DIAL, the supplemental information sought by DIAL for evaluation of the Application. Such misrepresentation/ improper response shall lead to the disqualification of the Applicant.
- c) the Application is not in the prescribed manner/form such as not submitted in entirety;
- d) there is any Conflict of Interest or disqualifications detailed out under Clause 5.3;
- e) the Applicant seeks to modify the Application after the Application Due Date without the consent of DIAL;
- f) any Application is received after the Application Due Date;
- g) where any Applicant and its Affiliate, if applicable, submits more than one Application;
- h) if the Application is not signed, sealed and marked as stipulated in this RFQ or does not contain all the information as requested in this RFQ or in the forms as specified in this RFQ.
- i) it is not accompanied by the Power of Attorney as specified in **Annexure G**.
- j) it does not contain certificates from its statutory auditors/ chartered accountant in practice/ Key Management Personnel (in case of Funds) in the formats specified at **Annexure D, E and F**.
- k) It is not accompanied by the Demand Draft for the amount mentioned in Clause 2.4.
- l) The Applicant failed to submit any document or information as mentioned in this RFQ.
- m) The Applicant failed to comply any of the terms or conditions of this RFQ.

DIAL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Failure of DIAL to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of DIAL there under.

## 5.11 Clarifications

### 5.11.1 Applicants:

- a) Applicants requiring any clarification on the RFQ may notify DIAL in writing by e-mail in accordance with the Brief Description (clause 2) of the Application Process. They are required to send in their queries before the date specified in the Schedule of Application Process. DIAL shall endeavor to respond to the queries within the period specified in Clause 4.1. The responses will be uploaded on DIAL website. DIAL will upload its responses without identifying the source of queries.
- b) DIAL shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, DIAL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring DIAL to respond to any question or to provide any clarification.
- c) DIAL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by DIAL shall be deemed to be part of the RFQ. Verbal clarifications and information given by DIAL or its employees or representatives shall not in any way or manner be binding on DIAL.

### 5.11.2 DIAL:

- a) To facilitate evaluation of Applications, DIAL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by DIAL for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- b) If an Applicant does not provide clarifications sought by DIAL within the prescribed time, its Application shall be liable to be rejected, as per the discretion of DIAL. In case the Application is not rejected by DIAL, DIAL may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of DIAL.

## 5.12 Amendments to RFQ

- a) At any time prior to the Application Due Date as specified under Clause 4.1, DIAL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of addenda / corrigenda.

Any addendum / corrigendum thus issued will be uploaded on the New Delhi Airport website i.e. [www.newdelhairport.in](http://www.newdelhairport.in)

- b) In order to afford the Applicants a reasonable time for taking an addendum / corrigendum into account, or for any other reason, DIAL may, in its sole discretion, extend the Application Due Date.

## 5.13 Preparation and Submission of Application

### 5.13.1 Language

The Application and all related correspondence and documents in relation to the Application Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

### 5.13.2 Format and signing of Application

- a) The Applicant shall provide all the information sought under this RFQ. DIAL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- b) The Applicant shall prepare one original set of the documents comprising the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ). The Applicants shall submit the Application in a sealed envelope along with an original power of attorney from the authorized representative at the address mentioned in Clause 4.2 and along with all documents as provided in this RFQ. The hard copy shall reach the address mentioned in Clause 4.2 within Application Due Date as provided in clause 4.1. Any document received afterwards will not be accepted. If the hard copies of such technical documents are not received for any Applicant, their Application will not be considered responsive and shall be rejected. DIAL reserves the right to reject the Application submitted by an Applicant, if the hard copies do not correspond with the documents submitted/uploaded by such Applicant in the e-format. The envelope containing the hard copy of the technical documents shall clearly bear the following identification:

“Request for Qualification for “GMR AEROCITY HOSPITAL PROJECT”

The Applications should be submitted before 17:00 hours IST on the Application Due Date in the manner and form prescribed and detailed in this RFQ.

- c) The Applications are also to be submitted in electronic mode in a pen drive or through email. The pen drive shall have all the requisite documents as specified in this RFQ, should be in a sealed envelope and such envelope shall reach the address provided in Clause 4.2 of this RFQ document before 17:00 hours IST on the Application Due Date as provided in clause 4.1 of this RFQ document. The Applications can be emailed to the following email addresses: [“dial.ald@gmrgroup.in”](mailto:dial.ald@gmrgroup.in)
- d) All the documents submitted in the electronic mode may be either scanned version of documents with physical signatures or signed digitally using a valid Digital Signature Certificate.
- e) The Application along with all the supporting documents of the bid of the Applicant shall be considered as part of the definitive agreements in case the Applicant is declared as the Selected Bidder.

- f) For the avoidance of doubt, it is clarified that the Power of Attorney cannot be digitally signed, even if the Application is submitted in an electronic mode, which must be physically signed, witnessed, notarized and legalized / apostilled (as required), as per the procedure specified in the RFQ. Such signed Power of Attorney may then be scanned and emailed.
- g) Applications submitted electronically shall only be evaluated upon receiving of hard copies on or before the date specified. It is compulsory for the Applicants to submit their Applications in physical as well as electronic mode.
- h) DIAL may, in its sole discretion, extend the Application Due Date by issuing an Addendum / Corrigendum.
- i) DIAL, may in its sole discretion, can amend any clause of this RFQ by issuing an Addendum / Corrigendum.

#### **5.14 Late Applications**

Applications received by DIAL after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected. However, DIAL has the sole discretionary right to waive off the delay, if DIAL consider the same appropriate.

#### **5.15 Modifications/ substitution/ withdrawal of Applications**

- a) The Applicant may modify, substitute or withdraw its Application after submission with the prior approval of DIAL, provided that written notice of the modification, substitution or withdrawal is received by DIAL prior to Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- b) The modification, substitution or withdrawal notice shall be prepared and delivered either by email or physical delivery at the email / physical addresses as mentioned above.
- c) Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by DIAL, shall be disregarded.

#### **5.16 Confidentiality**

- a) Any information relating to this RFQ, any document provided to the Applicant(s) pursuant to this RFQ, the Bidding Process, RFP, the Project Documents etc., as applicable, and/ or any information relating to the examination, clarification, evaluation and recommendation of the Selected Applicant(s) are confidential information and shall not be disclosed by any Applicant and/ or its shareholders/partners/members and/or its Affiliate to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising DIAL in relation to, or on matters arising out of, or concerning the Bidding Process. Each Applicant shall treat all documents and/ or information in confidence and shall ensure and require that all those who have access to such documents, information and/ or material to treat the same in confidence.
- b) The Applicant also confirms that it will remain bound by the Confidentiality throughout the Bidding Process.

### 5.17 Qualification and notification

- a) After the evaluation of Applications, DIAL would announce a list of Qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, DIAL would notify the other Applicants that they have not been qualified. DIAL will not entertain any query or clarification from Applicants who fail to qualify.
- b) Only qualified Applicants shall be invited by DIAL to submit their Bids for the Project. DIAL is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by DIAL.
- c) All documents and other information supplied by DIAL or submitted by an Applicant to DIAL shall remain or become the property of DIAL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. DIAL will not return any Application, or any information provided along therewith.

### 5.18 Correspondence with the Applicant

Save and except as provided in this RFQ, DIAL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

### 5.19 Criteria for Evaluation

Only those Applicants who meet the qualification criteria specified in this RFQ above shall qualify for evaluation. Applications of any Applicant who do not meet these criteria shall be rejected.

The Applicant's competence and capability is proposed to be established by the following parameters:

- a) Financial Qualification
- b) Technical Qualification

Further, the Applicants must provide the necessary information relating to as per format attached as annexures to this RFQ.

### 5.20 Pre Application Meeting

A **Pre-Application Meeting** of the Applicants may be convened by DIAL before the submission of the application by the Applicants at the designated date, time and venue as notified by DIAL to each Applicant through email or letter. A maximum of three representatives of each Applicant shall be allowed to participate in the Pre-Application meeting. It is compulsory for the Applicant to attend this meeting.

During the course of Pre-Application Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of DIAL. DIAL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Qualification Process.

## 5.21 Fraud and Corrupt Practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, DIAL shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of DIAL under this clause, if any Applicant is found by DIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by DIAL during a period of 2 (two) years from the date such Applicant is found by DIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means:
  - i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DIAL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DIAL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
  - ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the definitive agreements, as the case may be, any person in respect of any matter relating to the Project or the LOA or the definitive agreements, who at any time has been or is a legal, financial or technical adviser of DIAL in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DIAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and



- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

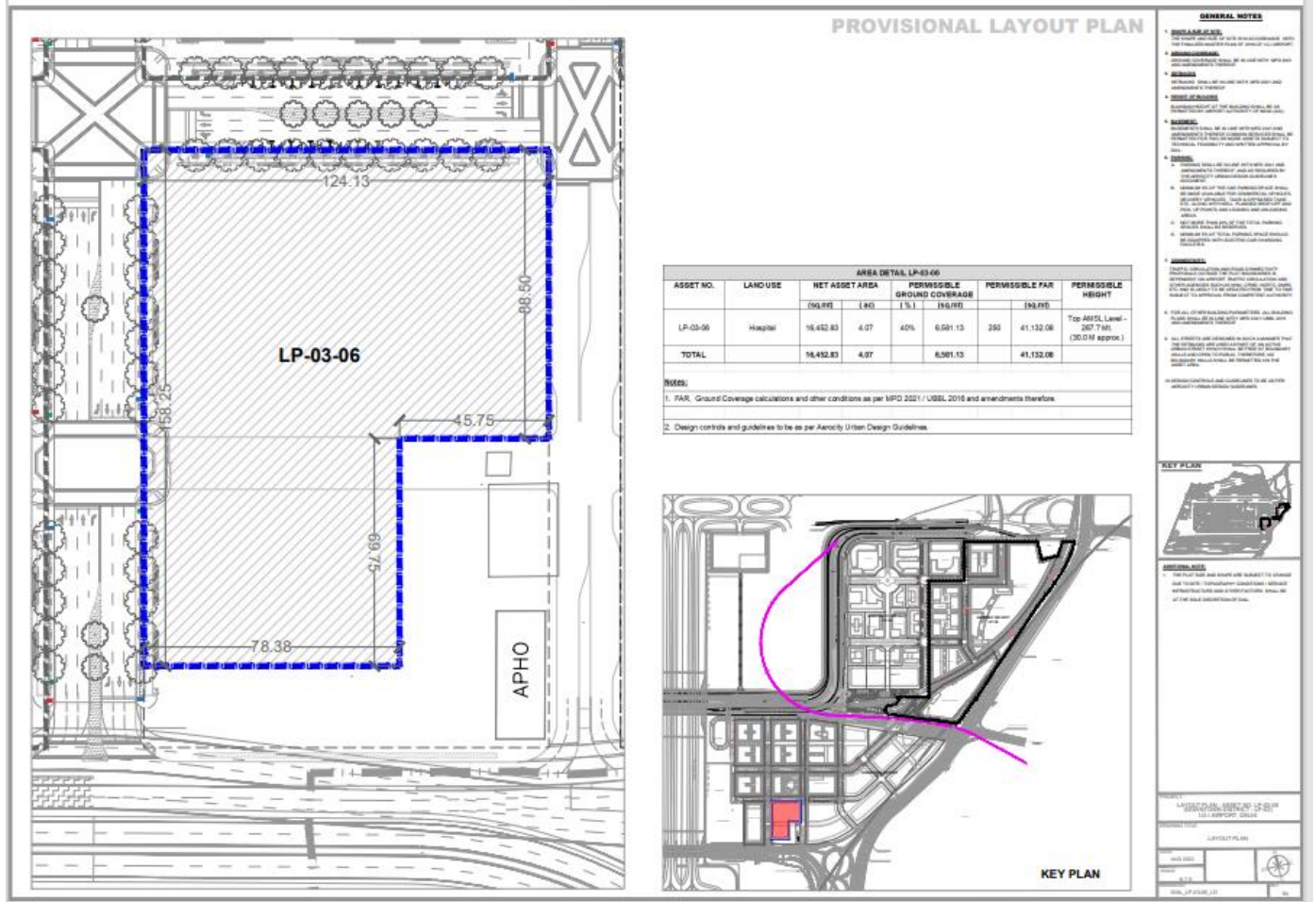
## **5.22 Governing Law**

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

ANNEXURE A

KEY DETAILS OF SITE

The license shall be provided for an initial period up to 2036, which may be further extended for the duration of 30 yrs. i.e. up to 2066, subject to the extension of Concession Period of DIAL as per the provision of OMDA



The Built up Area (BUA) potential of the Site is expected to be approx. 4,00,000- 500,000 sq. ft., as per and subject to applicable Development Byelaws. The land parcel dimensions, access road details and BUA related development controls shall be made available during RFP stage.

**ANNEXURE B**  
**FORMAT OF THE COVER LETTER**

[On the letterhead of Applicant/Affiliate]

Date: [●]

To,

**Delhi International Airport Limited**

New Udaan Bhawan

Opposite Terminal 3

Indira Gandhi International Airport

New Delhi - 110 037

India

Kind Attn: [●]

**Sub: Application for Project**

Dear Sir,

1. We, the undersigned, are duly authorized to represent and act on behalf of [insert name of Applicant] (“**Applicant**”), and having reviewed and fully understood all information provided in the Request for Qualification dated [insert] (“**RFQ**”) for the Project issued by Delhi International Airport Limited (“**DIAL**”), and having considered all relevant information, wish to hereby express our continued interest in the Bidding Process.

We hereby submit our Application for the Project and we further confirm that we meet the Qualification Criteria in accordance with the RFQ.

2. As required, we are enclosing the Application for evidencing the Qualification Criteria, along with following:
  - (a) Details of the Applicant along with the profile of the Applicant setting out its expertise and capabilities as per the format prescribed in **Annexure C**;
  - (b) Required documents for demonstrating the satisfaction of Technical Qualification by the Applicant and /or its Affiliate and other supporting documents as per the format prescribed in **Annexure D**;
  - (c) Required documents for demonstrating the satisfaction of Financial Qualification of the Applicant and /or its Affiliate, and other supporting documents as per format prescribed in **Annexure E** or equivalent as acceptable to DIAL;
  - (d) Duly certified copy of the board resolution for signing the Application;
  - (e) Certificate from the statutory auditor/chartered accountant in practice/ Key Management Personnel, evidencing the relationship of Affiliate, as per the format prescribed in **Annexure F** or equivalent as acceptable to DIAL;
  - (f) Notarised Power of Attorney for signing the Bid as per the format prescribed in **Annexure G**;
  - (g) Letter of undertaking in the format prescribed in **Annexure H**;
  - (h) Confidentiality Undertaking as prescribed in **Annexure I**;

- (i) In case of consortium, power of attorney for lead member of consortium, as per the prescribed format set out in **Annexure J**;
  - (j) In case of consortium, joint bidding agreement, as per the prescribed format set out in **Annexure K**;
  - (k) Constitutional documents of the Applicant/Affiliate;
  - (l) Copy of the immediately preceding 2 (two) years financial statements, in case the Applicant is an incorporated entity;
  - (m) Shareholding pattern/Ownership details of the Applicant/Affiliate; and
  - (n) Demand Draft for the amount as provided in Clause 2.4 of the RFQ.
3. We shall make available to DIAL any additional information it may find necessary or require to supplement or authenticate this Application.
4. We hereby agree, undertake and declare as under:
  - (a) We have examined, and have no reservations, in respect of the RFQ, including any addendum, amendments or clarifications issued by DIAL;
  - (b) Our Application is, in all respects, in compliance with the requirements of the RFQ. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Application, we hereby represent and confirm that our Application is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects;
  - (c) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Application, we hereby agree and undertake to keep this Application valid and open for acceptance without unilaterally varying or amending its terms;
  - (d) We declare that we meet the Technical Qualification and Financial Qualification to undertake the Project, *inter alia* as demonstrated in the enclosed supporting documentation in compliance with the RFQ;
  - (e) We declare that in the event DIAL discovers anything contrary to the above declarations, it is empowered to forthwith disqualify us and our Application from further participation in the Bidding Process;
  - (f) We undertake that in case due to any change in facts or circumstances or the applicable laws during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the RFQ, we shall intimate DIAL of the same immediately;
  - (g) We represent and warrant that neither we nor our Affiliates are disqualified from participation in the Bidding Process, pursuant to the provisions of the RFQ;
  - (h) DIAL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the veracity of the statements, documents and information submitted in connection with this Application and to seek clarifications from our advisors and clients regarding any financial and technical aspects. This letter will also serve as authorization to any individual or authorized representative of any Entity referred to in the supporting information, to provide such information deemed necessary and requested by DIAL to verify statements and information provided in this Application, or with regard to our resources, experience, and competence; and
  - (i) Any decision taken by DIAL in connection with the selection of Qualified Bidders and Selected Bidder(s), or in connection with the Bidding Process itself, shall be final and binding on us.
6. We understand that:
  - (a) All information submitted under this Application shall remain binding upon us.

- (b) DIAL may, in its sole, absolute and unfettered discretion, reject or accept any Application, cancel/modify the Bidding Process and reject the Application and/or Bids.
7. We acknowledge that DIAL will be relying on the information provided in the Application and the documents accompanying such Application and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and beliefs.
8. This Application shall be governed by and construed in all respects according to the applicable laws being in force in India, and that the courts at New Delhi, India shall have the exclusive jurisdiction in respect of matters arising in relation thereto.
9. All the terms used herein but not defined, shall have the meanings as ascribed thereto under the RFQ.

Name of the Applicant:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation of the Authorized Signatory:

Company rubber stamp:

Date:

**ANNEXURE C**  
**DETAILS OF THE APPLICANT**

*(To be submitted on the letterhead of the Applicant)*

- 1.1 Details of the Applicant:
- a) Name:
  - b) Country of Incorporation/registration:
  - 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 Applicant (company/ trust/ partnership):
  - f) Details of Affiliate, if any:
- 1.2 Particulars of the Authorised Signatory for the Applicant:
- a) Name:
  - b) Designation:
  - c) Address:
  - d) Phone Number:
  - e) E-Mail Address:
- 1.3 Brief description of the Applicant including details of its business profile:

(Signature, name and designation of the authorized signatory)

Date: [●]

Place: [●]

Name and seal of Applicant

**ANNEXURE D**  
**CERTIFICATE REGARDING TECHNICAL QUALIFICATION**

(Refer Clause 3.2 (iii) of the RFQ)

*[On the letterhead of the statutory auditor/chartered accountant in practice]*

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

Date: [Insert]

Subject: Letter certifying that [insert name of Applicant] possesses the following technical qualification (with reference to the RFQ):

1. We confirm that [insert name of the Applicant ], the Applicant itself / [insert name of the Affiliate of the Applicant], the Affiliate of [insert name of the Applicant ] (*delete whichever is not applicable*) is on the date of submission of the Application, is the majority owner and/or operator and/or developer of at least 1 multi-specialty hospital in India with a capacity of minimum 300 multi-specialty census beds (at a single unit), or at least 1 multi-specialty hospital outside India with a capacity of minimum 100 multi-specialty census beds (at a single unit), offering at least any three of the following four specialties – (i) cardiology, (ii) cardiothoracic surgery, (iii) neurosurgery and (iv) oncology, as on [insert the date of Application].

2. We further confirm that such multi-specialty hospital is [insert name of hospital], which has a capacity of [insert number of multi-specialty census beds] multi-specialty census beds (at a single unit) offering super specialty services in [cardiology, cardiothoracic surgery, neurosurgery and oncology], in [name of the country] as on [insert current date of Application].

3. The Applicant has a JCI (Joint Commission International) accreditation related to healthcare operations. The copies of JCI certification or such accreditation, as acceptable by DIAL duly certified by us is attached hereto.

\_\_\_\_\_  
(Signature of Authorized Signatory)

Name of Authorized Signatory:

Designation of Authorized Signatory:

Registration number of the authorized signatory:

Place:

Name and Seal of the Firm

Acknowledged by:

For and on behalf of [insert name of the aforesaid of the aforesaid entity]

\_\_\_\_\_  
(Signature of Authorized Signatory)

Name:

Designation:

Date:

*[Note: The aforesaid signatory details will have to be suitably modified for Key Management Personnel]*

**ANNEXURE E**  
**CERTIFICATE REGARDING FINANCIAL QUALIFICATION**  
(Refer Clause 3.2 (ii) of the RFQ)

[On the letterhead of the statutory auditor/chartered accountant in practice]

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

Date: [Insert]

Subject: Certification of financial qualification of [insert name of Applicant/Affiliate] for submission of its bid for the development of a multi-specialty hospital near Indira Gandhi International Airport, Delhi, pursuant to Delhi International Airport Limited's Request for Qualification dated [insert] ("RFQ").

Sir,

This is to certify that [insert name of Applicant/Affiliate] possessed the following financial qualification (with reference to the RFQ):

S. No.	Financial Qualification	Particulars
1.	Net Worth/ ACI as on 31 <sup>st</sup> March, 2022 or 31 <sup>st</sup> December 2021, as applicable/ adopted as the financial year (as per the latest audited annual financial statement))	

Sincerely,

\_\_\_\_\_  
(Signature of Authorized Signatory)

Name of Authorized Signatory:

Designation of Authorized Signatory:

Registration number of the authorized signatory:

Place:

Name and Seal of the Firm

Acknowledged by:

For and on behalf of [insert name of the aforesaid of the aforesaid entity]

\_\_\_\_\_  
(Signature of Authorized Signatory)

Name:

Designation:

Date:

[Note: The aforesaid signatory details will have to be suitably modified for Key Management Personnel]



**ANNEXURE F**  
**CERTIFICATE FROM THE STATUTORY AUDITOR/CHARTERED ACCOUNTANT IN PRACTICE/ KEY MANAGEMENT PERSONNEL EVIDENCING RELATIONSHIP OF AFFILIATE**

*[On the letterhead of the statutory auditor/chartered accountant in practice]*

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

Date: *[Insert]*

Subject: Confirmation of the details of *[insert name of the Affiliate]*, an affiliate of *[insert name of the Applicant]*

Sir,

1. This has reference to the Request for Qualification issued by Delhi International Airport Limited regarding development of the GMR Aerocity Hospital Project near Indira Gandhi International Airport, Delhi dated *[insert]* (“**RFQ**”).
2. We confirm that *[insert name of the Affiliate]* is an Affiliate of *[insert name of the Applicant]* as per the definition of “Affiliate” provided under the RFQ.
3. A brief description of the facts by which we have concluded that *[insert name of the Affiliate]* is an Affiliate of *[insert name of the Applicant]* as per the definition of “Affiliate” provided under the RFQ are set out below:

*[Description to be incorporated by the statutory auditor/chartered accountant in practice/Key Management Personnel]*

*[delete whichever is not applicable]*

Sincerely,

\_\_\_\_\_  
(Signature of Authorized Signatory)

Name of Authorized Signatory:

Designation of Authorized Signatory:

Registration/membership number of the authorized signatory:

Place:

Name and Seal of the Firm

Acknowledged by:

For and on behalf of *[insert name of the aforesaid of the aforesaid entity]*

\_\_\_\_\_  
(Signature of Authorized Signatory)

Name:

Designation:

Date:

*[Note: The aforesaid signatory details will have to be suitably modified for Key Management Personnel]*

**ANNEXURE G**  
**POWER OF ATTORNEY FOR SIGNING OF THE APPLICATION**  
*[To be executed on stamp paper of appropriate value]*

Know all men by these presents, we, [insert name and address of the Application] do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. [insert name], son/daughter/wife of [insert name] and presently residing at [insert address], who is presently employed with us and holding the position of [insert designation], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Application pursuant to the Request for Qualification dated [insert] issued by the Delhi International Airport Limited ("DIAL"), including but not limited to, signing and submission of the bids and other documents and writings, participate in meetings and other conferences and providing information/responses to DIAL, representing us in all matters before DIAL, signing and execution of all contracts including the definitive agreements and undertakings, consequent to acceptance of our Application, and generally dealing with DIAL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till execution of the definitive agreements with DIAL.

AND we hereby agree to ratify and confirm, and do hereby ratify and confirm all acts, deeds, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, matters and things done by our said Attorney in exercise of the powers hereby conferred shall, and shall always, be deemed to have been done by us.

IN WITNESS WHEREOF WE, [insert], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [insert] DAY OF [insert]

For [insert]  
(Signature)  
(Name, Title and Address)

Accepted  
[insert]  
(Signature)  
(Name, Title and Address of the Attorney)

Witnesses:  
(Notarized)

Notes:

- (i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (ii) Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**ANNEXURE H**  
**LETTER OF UNDERTAKING BY THE APPLICANT**

*[This undertaking shall be provided by the Applicant]  
[On the letter head of the Applicant]*

[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. : RFQ dated \_\_\_\_\_ issued by DIAL in relation to the GMR HOSPITAL PROJECT  
NEAR INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI

Dear Sir,

1. We [please insert the full name of the Applicant] hereby declare and confirm that we have read and understood all the terms and conditions of the RFQ, the Schedules and the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us.
2. 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 Application are true copies of their respective original.
3. We declare and confirm that we satisfy, and are compliant with, the Basic Qualification, the Technical Qualification and Financial Qualification as set out in the RFQ and have the adequate financial and technical capabilities to implement the Project.
4. We hereby agree and undertake that our Application, in all respects is in compliance with the requirements of the RFQ.
5. We declare that there is no pending/previous litigation against us or otherwise that would prevent us from making the Application and fulfilling the terms and conditions of the RFQ and/or the definitive agreement or from execution of definitive agreements, forms and/or deeds, as may be required, in the event that, we will be selected as the Selected Bidder.
6. We accept that in the event that the documents submitted by us along with the Application are found by DIAL to be inadequate/ false/ incorrect/ misleading/ incomplete, the Application 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/any bidding process of DIAL.
7. We fully acknowledge and understand that in case any false or misleading information, as furnished by us in our Application, is found out at a later stage after the signing of the definitive agreement between the parties, it shall entitle DIAL to terminate the said signed definitive agreement between

the parties, including right to black-list us (Applicant) from for all future projects of DIAL. The costs and risks for such termination shall be entirely borne by us.

8. 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 Application, 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 Application, or with regard to our resources, experience, and competence.
9. 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.
10. 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 edge on the Bidding Process, 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 edge on the bidding process or any other matter relating to this Application.
11. We acknowledge and confirm that all information submitted under the Application shall remain binding upon us and DIAL may in its absolute discretion reject or accept any Application, cancel the selection process and reject the Application.
12. We acknowledge that DIAL reserves itself the right to reject the Application without assigning any reason thereto.
13. We acknowledge that DIAL may share the Application and any other information provided by us during the Bidding Process or at any time thereafter with its advisors and agents, and we consent to the same.
14. 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.
15. We hereby agree to and undertake to abide by all the terms and conditions of the RFQ.
16. We confirm that this RFQ is confidential and personal to us and we will not disclose any information set out in this RFQ 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 Authorized Signatory  
Designation of the Authorized Signatory  
Registered Office Address  
(Company seal/ rubber stamp of the company)

**ANNEXURE I**  
**CONFIDENTIALITY UNDERTAKING BY THE APPLICANT**  
**(along with Affiliate, if applicable)**  
**(To be executed on stamp paper of appropriate value)**

This Confidentiality Undertaking (“Undertaking”) is made at New Delhi on this \_\_\_ day of \_\_\_\_\_, 2022 by:

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered office at \_\_\_\_\_, represented by its authorized 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 RFQ 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 RFQ, 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 Application in response to this RFQ (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 authorized representative as of the date, month and year first above written.

<b>SIGNED AND DELIVERED by Recipient</b>  <b>Signature :</b>  <b>Name :</b>  <b>Designation:</b>  <b>Place :</b>  <b>Date :</b>	<b>Witnessed by:</b>
---	----------------------

**ANNEXURE J**

**POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*[To be executed on stamp paper of appropriate value]*

KNOW ALL MEN BY THESE PRESENTS We, M/s. [insert] having our registered office at [insert] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. [insert] having its registered office at [insert], [insert name and address of the lead member] being one of the members of the consortium, as the lead member and true and lawful attorney of the consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the consortium and each of us during the Bidding Process and, in the event the consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the consortium, all or any of such acts, deeds, matters or things as are necessary or required or incidental to the qualification of the Consortium and submission of its Application for Qualification pursuant to the RFQ for Hospital dated [insert] issued by Delhi International Airport Private Limited (“DIAL”) and subsequent Bid for the Project, including but not limited to signing and submission of all Application for Qualification, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the consortium and generally to represent the consortium in all its dealings with DIAL, in all matters in connection with or relating to or arising out of the consortium’s Application for Qualification and/or upon award thereof till the definitive agreements are executed with DIAL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, matters and things done by our said Attorney in exercise of the powers hereby conferred shall, and shall always, be deemed to have been done by us/consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [insert] DAY OF [insert]

For [insert] (Signature) [insert] (Name & Title)  
For [insert] (Signature) [insert] (Name & Title)  
For [insert] (Signature) [insert] (Name & Title)  
For [insert] (Signature) [insert] (Name & Title)

Accepted [insert] (Signature)  
(Name, Title and Address of the Attorney)  
(Notarized)

Witnesses: [insert]

**Notes:**

(i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.



(ii) Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

(iii) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicant from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

## ANNEXURE K

### JOINT BIDDING AGREEMENT [To be executed on stamp paper of appropriate value]

THIS JOINT BIDDING AGREEMENT (“**Joint Bidding Agreement**”) is entered into on this the [insert] day of [insert]

#### **BETWEEN**

1. [insert] Limited, a company incorporated under the Companies Act, 1956 / 2013 / (in case of a foreign company an equivalent international law, [insert] (*insert the name as applicable*)) and having its registered office at [insert] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

#### **AND**

2. [insert] Limited, a company incorporated under the Companies Act, 1956 / 2013 / (in case of a foreign company an equivalent international law, [insert] (*insert the name as applicable*)) and having its registered office at [insert] (hereinafter referred to as the “**Second Part**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

The above mentioned parties of the First, and Second are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

*[Note: The aforesaid recitals will have to be suitably modified for partnership firms, Limited Liability Partnerships, individuals, Hindu Undivided Families and other categories of Entities and also for the actual number of Consortium Members]*

#### **WHEREAS:**

(A) Delhi International Airport Private Limited (hereinafter referred to as “**DIAL**”) has invited Application(s) for Qualification by issuing Request for Qualification (RFQ) for designing, developing, financing, constructing, operating, managing, and maintaining a state-of-the-art multi-specialty hospital in the country’s largest urban agglomeration at GMR Aerocity around IGI Airport in New Delhi;

(B) The Parties are interested in jointly bidding for the Project as members of a consortium and in accordance with the terms and conditions of the RFQ and other Bid documents in respect of the Project; and

(C) It is a necessary condition under the RFQ that the members of the consortium shall enter into a Joint Bidding Agreement and furnish a notarised copy thereof with the Application for Qualification.

**NOW IT IS HEREBY AGREED as follows:**

#### **1. Definitions and Interpretations**

In this Joint Bidding Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

## 2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (“**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process with respect to the Project only through this Consortium and not individually and/or through any other consortium, either directly or indirectly or through any of their Affiliates.

## 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared as the Selected Bidder and awarded the Project, it shall execute the definitive agreements with DIAL and perform all its obligations as the Developer in terms of the definitive agreements.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) It is agreed that *[insert]* shall be the lead member of the Consortium meeting the Financial Qualification or both *[strike out whichever is not applicable]*, and shall have the Power of Attorney from all other members of Consortium for conducting all business for and on behalf of the Consortium during the Bidding Process and under the definitive agreements when all the obligations of the Developer shall become effective;

(b) It is agreed that *[insert]* shall be the member whose Technical Qualifications shall be used to satisfy the Technical Qualification requirements with respect to the Bidding Process *[strike out if not applicable]*; and

(d) It is agreed that *[insert]* shall be the other member(s) of the Consortium who are otherwise eligible to participate in the Bidding Process in accordance with the RFQ *[strike out if not applicable]*. *[delete whichever is not applicable]*

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, till such time as the definitive agreements for the Project are executed with the Developer.

## 6. Shareholding in the Developer

6.1 The Parties agree that the shareholding of the Parties in the Developer shall be in compliance of the terms of the RFP that shall be issued after the RFQ stage.

6.2 The members of the consortium shall nominate 1 (one) member as the lead member, who on its own or through its Affiliate, shall meet the Financial Qualification and shall necessarily hold a minimum of 26% (twenty-six percent) of the legal and beneficial interest in the subscribed and paid-up share capital of the Developer. Such nomination shall be supported by a notarised Power of Attorney, as per the prescribed format set out in **Annexure J** and shall be signed by all members of the consortium.

6.3 In case the consortium is relying on a member, other than the lead member for the Technical Qualification, then such member shall on its own or through its Affiliate, hold a minimum of 10% (Ten

percent) of the legal and beneficial interest in the subscribed and paid-up share capital of the Developer as per the conditions to be provided in the RFP.

6.4 The Parties undertake that they shall comply with all the requirements set forth in the RFQ.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Joint Bidding Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;

(b) The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Consortium member is annexed to this Joint Bidding Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any applicable law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or other encumbrances or obligations to create liens, mortgages, pledges, claims, security interests, charges or other encumbrances or obligations in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Joint Bidding Agreement.

(c) this Joint Bidding Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Joint Bidding Agreement.

## **8. Termination**

This Joint Bidding Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the definitive agreements with the Developer, in the event the Project is awarded to the Consortium. However, in the event the Consortium is either not qualified for the Project or does not get selected for award of the Project, this Joint Bidding Agreement will stand terminated.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Joint Bidding Agreement shall not be amended by the Parties without the prior written consent of DIAL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

### **Signed, Sealed and delivered**

For and on behalf of  
First Part by

(Signature)  
Name)  
(Designation)  
(Address)

### **Signed, Sealed and delivered**

For and on behalf of  
Second Part by

(Signature)  
Name)  
(Designation)  
(Address)

### **Notes:**

- (i) The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (ii) Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as board resolution/power of attorney in favour of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Consortium member.
- (iii) The aforesaid provisions are required to be incorporated in the Joint Bidding Agreements. Over and above these, interested parties are free to include other provisions which are not contradictory to the aforesaid provisions.

**ANNEXURE L**

**FORMAT FOR QUERIES**

S. No.	Existing Provision	Clarification Required	Rationale