

**DELHI INTERNATIONAL AIRPORT  
LIMITED**

**INVITATION FOR EXPRESSION OF  
INTEREST**

**(“IEOI”)**

**FOR**

**LOYALTY PROGRAM**

**AT**

**INDIRA GANDHI INTERNATIONAL  
AIRPORT, NEW DELHI-110037**

**November 3<sup>rd</sup>, 2021**

## INVITATION FOR EXPRESSION OF INTEREST

### DISCLAIMER

- A. This Invitation for Expression of Interest (“**IEOI**”) document is being issued by Delhi International Airport Limited (“**DIAL**”), as the first stage of a two-stage bidding process, for selection of Interested Parties (*as defined hereunder*) for submitting their Expression of Interest (“**EOI**”) for Loyalty Program (*as defined hereunder*), which is more particularly set out further in this document.
- B. The sole objective of this document is to solicit parties who are interested (“**Interested Party(ies)**”) to be short-listed for consideration for a further bidding process. A Request for Proposal (“**RFP**”) would be issued to the Interested Parties based on the evaluation of EOI as submitted by them, for selection of a party for grant of license of Loyalty Program at Indira Gandhi International Airport, New Delhi-110037 (“**Airport**”).
- C. This document is being made available by DIAL to the Interested Parties on the terms set out in this document. The possession or use of this document in any manner contrary to any applicable laws or for any purpose other than as specified in this document is expressly prohibited. Interested Parties shall observe all applicable legal requirements. This document is issued upon an express understanding and agreement that the Interested Parties shall use it only for the purpose of preparing and submitting their EOI/Bid (*as defined hereunder*) (when required) and for no other purpose.
- D. This document does not purport to contain all the information that the Interested Parties, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the EOI. This document is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by DIAL, its directors, advisors, consultants, contractors, officers, employees and/or its agents 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.
- E. The information in this document does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice. DIAL shall not be liable for any costs, expenses, however so incurred by the Interested Parties in connection with the preparation of the EOI(s). DIAL reserves the right to update, amend, supplement, withdraw or cancel this document and/or any information contained herein at any time, on the website i.e. [www.newdelhiairport.in](http://www.newdelhiairport.in).
- F. Neither the information in this document nor any other written or verbal information, in relation to the process set out in the document for the evaluation or in relation to the EOI, evaluation of the Bids/proposals thereof, award of license, 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 license and should not be relied on as such.

- G. Nothing in this document is, nor shall be relied upon as, a promise or representation as to DIAL's ultimate decision in relation to the award of the license or otherwise. The Interested Parties shall not, therefore, have the opportunity to revise their EOI and any following submission, except as provided in this document. However, DIAL reserves the right to change the basis of or the procedures (including the timetable) relating to the selection process, reject any, or all, of the EOI(s), not to invite Interested Party(ies) to proceed further, not to furnish the Interested Party(ies) with any additional information nor otherwise to negotiate with the Interested Parties in respect of the license.
- H. Nothing contained in this document shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Interested Party(ies) are advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details, if contained, in this document or as may be provided by DIAL during the process and before submitting their respective EOI in response to this document.
- I. No person other than Ms. Vandana Krishnia – Chief Marketing & Passenger Experience Officer, has been authorised by DIAL to give any information or to make any representation not contained in this document and, if given or made, any such information or representation shall not be relied upon unless as having been so authorised.
- J. Nothing contained in this document is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this document are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
- K. This document outlines DIAL's expectations in relation to the EOI(s) to be submitted by the Interested Party(ies). No legal or other obligation shall arise in DIAL's name unless and until the definitive agreement identified by DIAL has been formally and validly executed and any conditions to the effectiveness of such definitive agreement have been fulfilled.
- L. DIAL may conduct the process as set out hereunder either by itself, or through or with the assistance of one or more advisors and agencies. The Interested Party(ies) consent to DIAL sharing the EOI and all other information as may be provided by the Interested Party(ies) during the process and thereafter, with such advisors and agents. It is clarified that acceptance, evaluation and selection of the Interested Party(ies) 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.
- M. By submitting its EOI, the Interested Party(ies) acknowledge and agree that it does not have any legal disputes with Airports Authority of India ("AAI"), DIAL and with any other GMR airports.

## 1. Introduction

DIAL has been granted concession by AAI *vide* an Operation, Management and Development Agreement dated April 4, 2006 (“**OMDA**”), to operate, maintain, develop, design, construct, upgrade, modernize, finance and manage the Airport, to provide Aeronautical Services (*as defined in OMDA*) and Non-Aeronautical Services (*as defined in OMDA*) and to contract with third party(ies) to undertake such functions. In this regard and to cater the requirements of passengers by improvising passenger shopping experience at the Airport, DIAL intends to select an Entity (*as defined hereunder*) which shall undertake Loyalty Program (*as more particularly described in Clause 2 below*) at the Airport.

## 2. Brief description of Loyalty Program

### 2.1 Background

DIAL is committed to establish the Airport as one of the leading airports of international repute, *inter alia*, in terms of quality and efficiency and to set a benchmark for airport development.

Keeping regard to above and to DIAL's pursuit for operational excellence and improvising passenger shopping experience at the Airport, DIAL has decided to undertake a two stage competitive bidding process for selecting a Successful Bidder (*as defined hereunder*) in terms of the Bidding Documents<sup>1</sup>, who shall be responsible to undertake Loyalty Program at the Airport (“**License**”), by way of executing a license agreement (“**License Agreement**”) with DIAL (“**Licensee**”) for a period of 14 (fourteen) years, commencing from the date of execution of the License Agreement, unless terminated in accordance with the terms of the License Agreement (“**License Period**”). The Licensee shall pay the required consideration for the Loyalty Program, as per the terms and conditions of the RFP and License Agreement.

### 2.2 Brief features of the Loyalty Program

- 2.2.1. Loyalty Program shall mean the project to be undertaken by the Licensee at the Airport, during the License Period, as per the terms and conditions of RFP and License Agreement:
- (i) creating an ecosystem where vendors can issue and redeem loyalty points;
  - (ii) customer/passenger can earn and burn loyalty points inside/ outside the Airport, at pan India level through the ecosystem of DIAL's vendor;
  - (iii) creating an automatic credit report generation and settlement of credit amount of the vendors.
  - (iv) expansion of ecosystem where customers'/passengers' may earn and burn such loyalty

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<sup>1</sup> Bidding Documents shall mean this IEOI, RFP and draft License Agreement.

- points.
  - (v) onboarding of partner brands and getting exclusive offer for customer/passenger.
  - (vi) integration of Software as a Service (SAAS) with DIAL's Point of Sales ("POS") machines.
  - (vii) providing of call centre support to assist customers'/passengers' queries relating to Loyalty Program.
  - (viii) creating of mobile application to inbuilt the facilities to access the Loyalty Program by the members and to get the update of upsell/ downsell of the sponsors' products& services.
  - (ix) enrolment of paid-members with personalized benefits viz., protocol services, lounge access, priority baggage handling, meet & greet services etc.
  - (x) to maintain all the records and documents as required by DIAL for the Loyalty Program;
  - (xi) to adhere the provisions of the Bidding Documents, as required by DIAL; and
  - (xii) ensuring integration/synchronisation of Loyalty Program with loyalty programs of other airports (including GMR group operated airports), in case the Licensee runs such loyalty programmes.
- 2.2.2. DIAL may, at its sole discretion, add, modify, limit or change any of the scope of the Loyalty Program mentioned above. The Licensee shall not be permitted to delete, remove, add, modify, limit or change any scope of the Loyalty Program, without the prior written approval of DIAL.

### **3. Scope of EOI**

- 3.1 In order to facilitate the implementation of the Loyalty Program, DIAL invites submission of EOI from Interested Party/ies who, satisfy the eligibility criteria set forth under the Qualification Criteria (*as provided below*), and wish to qualify to Bid to undertake, perform, design, execute, implement, develop, operate, maintain and manage the Loyalty Program for the License Period, as per the terms provided in Clause 2 above, as 'Qualified Bidders' (*as defined hereunder*).

### **4. Brief Overview of the Bidding Process**

- 4.1 In respect of the Loyalty Program, DIAL has adopted a two-stage competitive bidding process (collectively referred to as the "**Bidding Process**") for selection of the successful bidder for award of the license for Loyalty Program ("**Successful Bidder**"). The Successful Bidder shall be invited for implementing the Loyalty Program as per the terms of the RFP (as defined below) and the License Agreement.
- 4.2 **Qualification Stage:** The first stage ("**Qualification Stage**") of the Bidding Process involves shortlisting and qualification of Interested Party(ies), who have submitted their EOI, to undertake the Loyalty Program, in accordance with the provisions of this IEOI. In the Qualification Stage, the Interested Party(ies) would be required to furnish all the information specified in this IEOI. The Interested Party(ies) shall submit the EOI, pursuant to this IEOI, in accordance with the terms set forth herein. At the end of the Qualification

Stage, DIAL shall shortlist the qualified bidders (“**Qualified Bidders**”), who shall be eligible for participation in the second stage of the Bidding Process (“**Bid Stage**”).

- 4.3 **Bid Stage:** The second stage of the Bidding Process shall comprise of the Request for Proposal (“**RFP**”). To procure the RFP, the Qualified Bidders are required to make a payment of non-refundable amount of INR 50,000 (Indian Rupees Fifty Thousand only) to DIAL (“**RFP Document Cost**”) by way of a demand draft or cheque drawn in favour of Delhi International Airport Limited, payable at New Delhi. The bank charges including conversion charges, if any, and all other applicable taxes including Goods and Service Tax (GST), relating to payment of bid processing fee shall solely be on account of the Qualified Bidder. DIAL shall not be accountable/liable for any delay in the credit of such payment made by the Qualified Bidder. The Qualified Bidders will be required to submit an application in the format prescribed by DIAL, which shall be shared over email with the Qualified Bidders.

At the initial level of the Bid Stage, the Qualified Bidders shall be called upon to submit their bid (technical proposal and financial proposal), in respect of the Loyalty Program (“**Bid**”). The details of the Bid, payment requirements such as bid award cost, bid security, and the requirements thereof shall be more particularly set out in the RFP and the License Agreement. Pursuant to participation of the Qualified Bidders in the Bid Stage, DIAL intends to select 1 (one) Successful Bidder, who shall undertake the implementation of License for the Loyalty Program, in accordance with the provisions of the License Agreement executed between DIAL, Licensee and the Successful Bidder.<sup>2</sup>

## 5. Eligibility of Interested Party:

- 5.1 IEOI is open to eligible (qualified and experienced) Interested Party(ies) for submission of their EOI, in accordance with the terms stated herein to undertake the Loyalty Program.
- 5.2 The Interested Party(ies), on its own or through its Affiliate, shall satisfy the Qualification Criteria.

For the purpose of this IEOI, “**Affiliate**” shall mean, with respect to, any Entity directly or indirectly Controlling, Controlled by or under common Control with such Entity.

“**Control**” includes the right to appoint majority of the directors or to control the management or policy decisions including the investment 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; and “**Controlling**” and “**Controlled by**” shall be construed accordingly.

The Affiliate on whose credentials the Interested Party(ies) has relied upon, shall remain an Affiliate as the case may be of the Interested Party(ies) throughout the License Period.

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<sup>2</sup> This may change depending upon whether Successful Bidder will operate through SPV or not.

Provided, however if the Affiliate of the Interested Party(ies) ceases to be an Affiliate after expiry of 5 years from the date of execution of the License Agreement, such cessation shall be with prior written consent of DIAL.

- 5.3 The Interested Party(ies) may be a single Entity or a Consortium<sup>3</sup>. The Interested Party and in case of the Interested Party being a Consortium, each Consortium member shall be a validly recognized Entity under applicable laws. No Interested Party(ies) applying individually or as a member of a Consortium, as the case may be, can be a member of another Interested Party (applying individually or as a member of a Consortium) either directly or indirectly or through its Affiliate. EOIs submitted by a Consortium should comply with the following additional requirements:
- (a) The Consortium members shall identify a Lead Member<sup>4</sup> and a Technical Member<sup>5</sup> among themselves. For the purpose of evaluating the Financial Qualification of a Consortium, the Lead Member will be required to satisfy the conditions comprising the Financial Qualification in its individual capacity or through its Affiliates. For the purpose of evaluating the Technical Qualification of a Consortium, the Technical Member will be required to satisfy the conditions comprising the Technical Qualification in its individual capacity or through its Affiliates.
  - (b) In case of a Consortium being the Interested Party(ies), the executed copy of the joint venture/consortium agreement/MoU among the Consortium members shall be submitted, signifying their intent to act as Consortium members and also indicating that the Consortium members are jointly and severally responsible for submission of the EOI, Bid and for performance of the License, if selected as the Successful Bidder. The applicable stamp duty for the said joint venture/consortium agreement/MoU shall be paid and notarized, as per the applicable laws. The joint venture/consortium agreement/MoU must clearly provide for the roles and responsibilities of each Consortium member. After the submission of the EOI, there shall be no change/ replacement of the Consortium members in a Consortium/ joint venture, without the prior written consent of DIAL.
  - (c) The authorization in favor of the Lead Member from all the Consortium members shall be submitted.
  - (d) The Lead Member shall have the valid authority to represent the Consortium, to receive instructions and submit the EOI, Bid including all the related documents/clarifications thereto, for and on behalf of the Consortium and to agree and finalize the terms and conditions with DIAL.

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<sup>3</sup> Consortium shall mean the group of two (02) Entities acting as a consortium and represented by the Lead Member.

<sup>4</sup> Lead Member shall mean such member of the Consortium who itself or through its Affiliate satisfies the Financial Qualification and shall hold and continue to hold a minimum shareholding as prescribed in this IEOI, RFP and the License Agreement

<sup>5</sup> Technical Member shall mean such member of the Consortium, who itself or through its Affiliate satisfies the Technical Qualification and who shall hold and continue to hold a minimum shareholding as specified in this IEOI, RFP and the License Agreement

- 5.4 Upon selection of the Qualified Bidder as the Successful Bidder, the Successful Bidder to whom the License is awarded shall have the option to incorporate a special purpose company under the Indian Companies Act, 2013, or shall have an option to operate *vide* its existing Special Purpose Vehicle (“SPV”) (based in India and subject to jurisdiction of India), or a special business unit (“SBU”), who shall be responsible for implementing the License in accordance with the terms of the License Agreement.

The SPV/ SBU shall synchronise all the airport loyalty programs with the Loyalty Program and create system and process to identify the revenue generated from the Loyalty Program at the Airport, for assessing the revenue share of DIAL.

If the Successful Bidder incorporates a new SPV or operates through existing SPV then the said SPV shall be deemed the licensee. If the Successful Bidder does not elect to incorporate a SPV then, the Successful Bidder shall be the designated licensee. In such a case and in case of operation through existing SPV (based in India and subject to jurisdiction of India) or through SBU, the Successful Bidder/existing SPV shall prepare and maintain separate books of accounts in relation to the License and ensure the submission of quarterly audited revenue statements by statutory auditors to DIAL.

- 5.5 In case of a Consortium being the Successful Bidder, the Lead Member together with the Technical Member shall hold the entire shareholding of the Licensee/SPV. The Lead Member shall hold not less than 51% of the total issued, subscribed and paid-up shares and voting rights in the SPV at least till 24 (twenty-four) months from the date of commencement of Loyalty Program at the Airport. The Technical Member shall hold not less than 26% of the shares and voting rights in the SPV throughout the License Period. Each Consortium member shall continue to hold 49% (forty-nine percent) of the equity stake in the SPV for a period of at least 24 months from date of commencement of Loyalty Program at the Airport. Provided, however any changes in the shareholding of the SPV after expiry 24 (twenty-four) months from date of commencement of Loyalty Program at the Airport, shall be with prior written consent of DIAL.

The Interested Party or and in case of Interested Party being Consortium, each of the Consortium members, shall execute a joint Letter of Undertaking and Confidentiality Undertaking, as provided herein, to ensure compliance by of the terms of the IEOI, and shall be jointly and severally liable and responsible for such compliance.

#### 5.6 **Qualification Criteria**

The Interested Party(ies) shall be required to demonstrate their qualification and experience on the basis of the following qualifying criteria for the Loyalty Program (collectively, “**Qualification Criteria**”):



i) **Basic Qualification:**

- (a) The Interested Party and in case of Consortium being Interested Party, each of the Consortium member, shall be a body corporate validly existing and incorporated under applicable law;
- (b) The Interested Party(ies) shall have the requisite power and authority to submit the EOI and the Bid (when required), and to execute the License Agreement and perform its obligations thereunder (where such Interested Party(ies) is awarded the letter of intent to award);
- (c) The Interested Party(ies) shall be financially capable to participate in the Bidding Process and shall produce a certificate of solvency from its bank certifying that the Interested Party(ies) has sufficient cash flows to continue the conduct of its business for a period of at least 6 (Six) months from the date of submission of the EOI, based on the Interested Party's projected net sales ("Certificate of Solvency");
- (d) The Interested Party(ies) shall be permitted under its constitutional documents to participate and submit the EOI, Bid (when required) and to execute the License Agreement and perform its obligations thereunder (where such Interested Party is awarded the letter of intent to award);
- (e) The Interested Party(ies) or its parent company or holding company shall have got its financial statements audited by a statutory auditor, within the regular time permitted under the applicable laws in all the preceding three (3) years;
- (f) There shall be no pending, active, or previous legal action that prevents the Interested Party(ies) from submitting the EOI and the Bid (when required) and executing the License Agreement;
- (g) There shall be no pending, active or previous dispute or legal action against DIAL and/or its Affiliates and/ or AAI;
- (h) The Interested Party(ies) shall not have been debarred by DIAL or AAI;
- (i) The Interested Party(ies) shall be required to provide DIAL with a certificate and qualification documentation (where applicable) in relation to the above mentioned criteria, as provided in this IEOI.

ii) **Financial Qualification:**

The Interested Party(ies) shall, either through itself or through its Affiliates satisfy qualification as mentioned herein below:

- (a) shall have average annual turnover of at least INR 10,00,00,000/- (Rupees Ten Crores) from any loyalty program/ similar business in each of the preceding three financial years ending on 31st March 2021; and
- (b) shall have minimum net worth of INR 25,00,00,000/- (Rupees Twenty-five Crores) as per the audited financial accounts of the financial year ending on March 31, 2021.

The Interested Party(ies) shall duly submit a certificate from their statutory auditor and audited balance sheet for the relevant financial year confirming the turnover and net worth.

iii) **Technical Qualification:**

The Interested Party(ies) shall, either on its own or through its Affiliate or holding company satisfy the qualification as mentioned herein below:

- (a) shall have at least three (3) years' experience in the field of similar / scalable loyalty projects and preference shall be given to such Entities, who are having operating experience of Indian airports;
- (b) shall have expertise on running e-commerce platforms to enable earn/burn points; and
- (c) shall have customer base and adequate resources/ manpower, having expertise in POS integration, payment gateway, quick response integration etc.

The Interested Party(ies) shall be required to submit the certificates and documents in order to establish the Interested Party(ies)'s Technical Qualification, which shall be duly certified by respective authorities as the case may be. However, in the event, due to certain unavoidable reasons, the Interested Party(ies) experiences difficulty in submitting the required documents along with the EOI, it may submit self-certified documents in support of the Technical Qualification along with the EOI, with an undertaking to submit the certificates and documents duly certified by respective authorities as the case may be, along with the Bid. It is clarified that in case any discrepancy is found in the documents submitted along with the EOI and Bid, the Interested Party(ies) shall be disqualified, without any liability of whatsoever nature on DIAL. Furthermore, in such an event, the bid security amount (as applicable) which will be submitted along with the Bid, shall be forfeited by DIAL.

**Notes:**

- (a) In case of any subsequent material changes in the particulars submitted above, the Interested Party(ies) will promptly submit to DIAL the details of any such changes and the reasons thereof.

- (b) The Financial Year shall mean and refer to the financial year (1st April to 31st March) as followed by the Interested Party(ies). The number of years for the purpose of satisfying the Qualification Criteria shall be accordingly determined.
- (c) In case the certificate(s) submitted by the Interested Party(ies) is found to be forged one(s)/ bogus one(s), the Interested Party will not only be disqualified for submission of the EOI, but also would be blacklisted /debarred by DIAL.
- (d) The Interested Party(ies) cannot be an associate/Affiliate for other Interested Party(ies) which is also submitting for this EOI.
- (e) DIAL reserves the right to verify all statements/ information submitted to confirm the Interested Party's claim on experience and to assess the Interested Party's capability and capacity to perform the license, should the circumstances warrant such an assessment in the overall interest of the Loyalty Program.

5.7 The following Interested Party(ies) would be debarred from applying:

- (a) The structure of the Interested Party(ies) is not in compliance with clause 5 above;
- (b) the EOI is not accompanied by documents and annexures required to be submitted in accordance with this IEOI;
- (c) the EOI is not in the prescribed manner/form, such as not submitted in entirety;
- (d) the Interested Party(ies) and the Affiliate if applicable or each of the Consortium members in case of Consortium does not comply with any of the criteria including but not limited to the Basic Qualification criteria, Technical Qualification criteria and the Financial Qualification criteria;
- (e) there is any conflict of interest;
- (f) the Interested Party(ies) and the Affiliate if applicable or each of the Consortium members in case of Consortium is not in substantial compliance with the requirements of this IEOI;
- (g) where the Interested Party(ies) and the Affiliate, if applicable, or if Consortium is the Interested Party(ies), any of its member has, for any reason, been debarred by Central / State Government, or any entity controlled by the Central / State Government, or by AAI/DIAL or its affiliates or by any other airport operator in India from participating in any tender process;
- (h) In the last 5 (Five) years, the Interested Party(ies) and the Affiliate if applicable or each of the Consortium members in case of Consortium : (i) has failed to perform its obligations under any contract with any entity including DIAL/ AAI; or (ii) has wilfully defaulted its payment obligations or breached the material terms of the contract with any entity including DIAL/ AAI; or (iii) has committed any fraud, deceit or misrepresentation in relation to contract with any entity; or (iv) has been expelled from any project or contract by any entity including DIAL/ AAI; or (v) has rescinded or abandoned contract with any entity including DIAL/ AAI;
- (i) if the EOI is not signed, sealed and marked as stipulated in this IEOI or does not contain all the information as requested in this IEOI or in the form as specified in this IEOI;
- (j) if the Interested Party(ies) and the Affiliate, if applicable, or each of the Consortium members in case of Consortium submits incorrect/ inaccurate/ misleading information or conceals/ suppresses any information or makes any false representation, whether knowingly or unknowingly;

- (k) where the Interested Party(ies) seeks to modify the EOI after due date without the consent of DIAL;
- (l) any EOI that may be received after the due date;
- (m) influence DIAL with respect to the Qualification Criteria or attempts to influence or induce DIAL with respect to the Bidding Process;
- (n) where the Interested Party(ies) and the Affiliate, if applicable, or any member of the Consortium has in the past, been in material breach of, or has defaulted in, its obligations pertaining to any contract or arrangement with DIAL or any Affiliate of DIAL or industry association (if any) to which it is affiliated to;
- (o) the Interested Party(ies) and the Affiliate if applicable, or any member of a Consortium has been declared as a defaulter by any governmental authority or has been debarred by any governmental authority from making the EOI/Bid;
- (p) there are pending, active, or previous legal action by/against the Interested Party(ies) and the Affiliate if applicable, or any member of a Consortium, that may prevent its participation in the Bidding Process or it from fulfilling its obligations as specified in this IEOI and prevent it from submission of EOI, Bid (when required) and execution of the License Agreement and any other forms and deeds as required;
- (q) where any winding up petition whether voluntary or otherwise, if applicable, has been filed in the jurisdictional High Court/forum of appropriate jurisdiction by or against the Interested Party(ies) and the Affiliate if applicable, or a member of a Consortium; or
- (r) where any Interested Party(ies) and the Affiliate, if applicable, or any member of a Consortium, submits more than one (1) EOI directly or indirectly.
- (s) An Interested Party(ies) (including its promoters, directors, partners, beneficial owners or senior management) or Affiliate, if applicable, or any member of a Consortium who is or has been, directly or indirectly, involved in any litigation (past or pending) or dispute in the court of law, or breach of contract with DIAL or AAI.
- (t) has had any contract in the last 3 (three) years, terminated by any public entity for breach of such contract.
- (u) Interested Party(ies), and the Affiliate if applicable, or any member of a Consortium is not eligible or satisfying the criteria for availing security clearance from the Bureau of Civil Aviation Security (BCAS) in terms of the Aircraft (Security) Rules, 2011 whereby no aerodrome operator shall commence operation at aerodrome without obtaining the clearance of security arrangements and the approval of the aerodrome security programme from the Commissioner. Please refer to <http://www.bcasindia.nic.in> for further details.

5.8 It is clarified that, DIAL reserves the right to disqualify an Interested Party(ies) and the Affiliate if applicable, or any member of a Consortium from participation in the EOI application/ Bidding Process, in case DIAL becomes aware of any facts or circumstances, which would have rendered the Interested Party(ies) and the Affiliate if applicable, or any member of a Consortium liable for disqualification under the Qualification Stage.

## **6. Qualified Bidder**

EOI received from Interested Party(ies), who are eligible as per Clause 5 and who are not debarred in accordance with Clause 5.6, Clause 5.7 and Clause 5.8 shall qualify for Bid

Stage. DIAL will not entertain any query or clarification from Interested Party(ies) who fail to qualify, including any query in relation to the acceptance or rejection of any EOI.

**7. Supporting Documents**

- (a) The Interested Party(ies) shall submit the EOI along with the following documents:
  - (i) Cover Letter as provided in Schedule A Form A.
  - (ii) Details of the Interested Party(ies) as provided in Schedule A Form B along with all the additional documents.
  - (iii) Letter of Undertaking as provided in Schedule B.
  - (iv) Confidentiality Undertaking as provided in Schedule C.
  - (v) Notarised Power of Attorney for signing the EOI by the Interested Party(ies).
- (b) The original application for EOI shall be hard bound, typed and shall be signed by a person or persons duly authorized to sign on behalf of the Interested Party(ies). All pages of the application for EOI shall be indexed, numbered, stamped and initialled by the person or persons signing the application for EOI.
- (c) The application for EOI shall strictly contain no alterations, omissions or additions, except those necessitated to comply with written instructions issued by DIAL.

**8. The following conditions shall be adhered to while submitting the EOI:**

- (a) The Interested Party(ies) shall attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, the Interested Party(ies) may format the prescribed forms making due provision for incorporation of the requested information;
- (b) The information supplied by Interested Party(ies) must apply to the Interested Party(ies) or to its parent company or its Affiliate named in the EOI and not, unless specifically requested, to other associated companies or firms;
- (c) The EOI 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 Interested Party(ies) may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Interested Party(ies). Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the EOI, the English language translation shall prevail.
- (d) If the Interested Party(ies) is submitting any documents, created or originating from outside the Republic of India, including but not limited to work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s),

documentary evidence(s), qualifying document(s) then the Interested Party(ies), before any such foreign document(s) are sent to India for the purpose of submission of EOI under this IEOI, shall be required to get each and every page of such foreign document(s), duly authenticated/ embossed/ legalized from the Indian Embassy/ Indian High Commission situated in the country from where such foreign document(s) were created or are originating from. Such authentication/ embossment/ legalization from the Indian Embassy/ Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. However, in the case of foreign document(s) created or originating from countries that have signed, ratified and have made operational The Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 (“Hague Legalization for Convention, 1961”), the Interested Party(ies) may affix an ‘Apostille’ sticker on each and every page of their foreign document(s) [including all commercial document(s) duly notarized]. Thereafter, the Interested Party(ies) shall be compulsorily required to get all such “Apostilled” foreign document(s) approved, certified and attested from the Indian Embassy/ Indian High Commission in that country where the ‘foreign document(s)’ were created or are originated from or from the Ministry of External Affairs, Government of India, New Delhi and the Interested Party(ies) shall follow any other norms/ guidelines laid by the Ministry of External Affairs, Government of India, New Delhi, in this regard.

## **9. Sealing of Expression of Interest**

- (a) EOI application must be delivered in a sealed envelope to the address below and be clearly marked.

### **“Expression of Interest for Loyalty Program”**

- (b) Each of the envelope shall be addressed to:

Ms. Vandana Krishnia  
Chief Marketing & Passenger Experience Officer  
New Udaan Bhawan,  
Opp. Terminal 3,  
Indira Gandhi International Airport,  
New Delhi – 110 037

- (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/ documents and consequent losses, if any, suffered by the Interested Party(ies).

- (d) The EOI submitted by fax or email shall not be entertained and shall be rejected.
- (e) DIAL shall not be responsible for the loss or non-receipt or delay in the receipt of EOI and/ or any ancillary documents sent by post or courier.

**10. Evaluation of EOI**

The submission of EOI application closes on 10<sup>th</sup> November 2021 (Please check our website from 3<sup>rd</sup> November 2021 up to the submission deadline i.e. 10<sup>th</sup> November 2021 for any updates or notification with regard to the IEOI. Based on the details furnished in the EOI application, subject to qualifying the Qualification Stage and receipt of RFP Document Cost, in the manner as provided in Clause 4.3 of this IEOI, DIAL will issue the RFP document(s) to the Qualified Bidders. DIAL will dispatch the RFP document(s) by email only to the Qualified Bidders, but under no circumstances will DIAL be held responsible for late delivery of loss / non-receipt of the document(s).

**11. Due Date**

EOI shall be submitted latest by 10<sup>th</sup> November 2021, 1600 hours IST on the due date, at the address provided below in the manner and form as detailed herein:

**Delhi International Airport Limited**

Address: New Udaan Bhawan

Opposite Terminal 3

Indira Gandhi International Airport

New Delhi 110 037 India.

Kind Attn: Ms. Vandana Krishnia – Chief Marketing & Passenger Experience Officer

**12. Late Submission**

EOI received by DIAL after the specified time on the designated due date, as provided under Clause 11 of this IEOI, shall not be eligible for consideration and shall be summarily rejected.

**13. Right to Accept or Reject application**

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

DIAL, at its discretion, may issue the RFP to the Interested Party(ies) in the event DIAL has received only single EOI.

**14. Request for Proposal**

- (a) Based on the details furnished in the EOI, DIAL will issue the RFP document(s) only to Qualified Bidders, subject to receipt of RFP Document Cost. DIAL will dispatch the RFP document(s) by authorized e-mail id, but under no circumstances will DIAL be held responsible for late delivery of loss / non-receipt of the document(s).
- (b) After the due date, up to the time of issuance of the RFP to the Qualified Bidders, the Interested Party(ies) shall not contact DIAL on any matter related to its application for EOI. Any effort on the part of the Interested Party(ies) to influence DIAL in the examination, evaluation of EOI, and recommendation for selection as Qualified Bidders/ Successful Bidder may result in the rejection of the EOI.

**15. Acknowledgement by Interested Party(ies):**

It shall be deemed by submitting the documents in relation to EOI, the Interested Party(ies) has:

- (a) made a complete and careful examination of this IEOI;
- (b) accepted the risk of error, inadequacy or mistake in the information provided in this IEOI by or on behalf of DIAL; and
- (c) agreed to be bound by the undertakings provided by it and in terms hereof.

**16. Amendment of IEOI**

At any time, DIAL may, for any reason, modify or amend the IEOI, including the timelines specified in the IEOI, by the issuance of one or more addenda or amendments. Such addenda, amendments or any change shall be posted on DIAL website. In order to give Interested Party(ies) reasonable time to take the above amendments into account in preparing their IEOI, DIAL may, at its discretion, extend the due date submission of EOI. Interested Party(ies) are advised to check our website up to the submission deadline for any update or notification.

- 17.** Notwithstanding anything contained in this IEOI, DIAL reserves the right to change the basis of or the procedure (including the timetable) relating to the EOI application or Bid or the Bidding Process, discontinue, suspend, withdraw, cancel or annul any part or whole of this EOI application process or Bid or the Bidding Process, accept or reject any or all EOI applications or Bid without assigning any reasons whatsoever or without any prior notice and without prejudice to its right to re-tender at any time in the future, and in such case, no Interested Party(ies) shall have any claim against DIAL. DIAL also reserves the right to decline to discuss further with any Interested Party(ies) expressing interest. If any disqualification or rejection occurs after the Bid(s) have been opened or post intimation of the Successful Bidder and/ or if the Successful Bidder is disqualified or rejected for any reason whatsoever, DIAL reserves the right and discretion, and keeping in view the time



sensitivity of the Loyalty Program, to either: (i) invite other eligible bidder(s) for further negotiations; or (ii) take any measure as may be deemed fit in the sole discretion of DIAL including but not limited to annulment of the entire selection process and / or inviting fresh Bids. No reimbursement of cost of any type shall be paid to persons or entities expressing interest. Any decision taken by DIAL in this regard shall be final and binding on the Interested Party(ies).

**18. Governing Law**

All matters relating to the IEOI, RFP and the License Agreement shall be governed by the law of India. Only courts at New Delhi shall have the exclusive jurisdiction to decide or adjudicate on any matter, which may arise.

**19. Indemnification**

The Interested Party(ies) hereby agrees to indemnify and keep indemnified and hold harmless DIAL, its affiliates, directors, officers, employees, and agents (“Indemnified Persons”) from and against all losses, claims, third party claims, liabilities, disputes arising out of/likely to rise out of or in relation to or as a consequence of any breach of any or all obligations or terms and conditions agreed hereunder and in other subsequent document.

\*\*\*\*\*

**Schedule A**

**FORM A**

*[On the letterhead of Interested Party]*

Date: [·]

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

Kind Attn: Ms. Vandana Krishnia – Chief Marketing & Passenger Experience Officer

**Sub: Expression of Interest for Loyalty Program**

Dear Sir,

1. We, the undersigned, are duly authorized to represent and act on behalf of [*insert name of Interested Party*] (“**Interested Party**”), and having reviewed and fully understood all information provided in the Invitation for Expression of Interest for the Loyalty Program dated [*insert*] (“**IEOI**”) issued by Delhi International Airport Limited (“**DIAL**”), and having considered all relevant information, wish to hereby express our continued interest in the Bidding Process.
2. We hereby submit our Expression of Interest (“**EOI**”) for the Loyalty Program and we further confirm that we meet the Qualification Criteria in accordance with the IEOI.
3. As required, we are enclosing the Application for Qualification, along with following:
  - (a) this cover letter;
  - (b) details of the Interested Party along with the additional documents, as required under IEOI;
  - (c) required certified and documents at the stage of EOI for demonstrating the satisfaction of Technical Qualification; Self Certified documents, in the event, due to certain unavoidable reasons, the Interested Party experiences difficulty in submitting the required documents along with the EOI. In such case, Interested Party shall submit an undertaking for submitting the certificates and documents

duly certified by respective authorities /airlines, as the case may be, at the time of Bid submission, in accordance with provisions of RFP.

- (d) required documents for demonstrating the satisfaction of Financial Qualification of the Interested Party and /or its Affiliate, and other supporting documents;
  - (d) notarised Power of Attorney for signing the EOI;
  - (e) copy of MoU/ agreement with Consortium, if applicable;
  - (f) details of the Affiliate;
  - (g) Letter of Undertaking; and
  - (h) Confidentiality Undertaking.
4. We shall make available to DIAL any additional information it may find necessary or require to supplement or authenticate this EOI.
5. We hereby agree, undertake and declare as under:
- (a) We have examined, and have no reservations, in respect of the IEOI, including any addendum, amendments or clarifications issued by DIAL;
  - (b) Our EOI is, in all respects, in compliance with the requirements of the IEOI. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our EOI, we hereby represent and confirm that our EOI is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects;
  - (c) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our EOI, we hereby agree and undertake to keep this EOI valid and open for acceptance without unilaterally varying or amending its terms;
  - (d) We declare that we meet the Technical Qualification and Financial Qualification to undertake the Loyalty Program, *inter alia* as demonstrated in the enclosed supporting documentation in compliance with the IEOI;
  - (e) We declare that in the event DIAL discovers anything contrary to the above declarations, it is empowered to forthwith disqualify us and our EOI from further participation in the Bidding Process;
  - (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 IEOI, 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 IEOI;
  - (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 EOI and to seek clarifications from

our advisors and clients regarding any financial and technical aspects. This Application will also serve as authorization to any individual or authorized representative of any Entity referred to in the supporting information, to provide such information deemed necessary and requested by DIAL to verify statements and information provided in this EOI, or with regard to our resources, experience, and competence; and

- (i) Any decision taken by DIAL in connection with the selection of Qualified Bidders and Successful Bidder(s), or in connection with the Bidding Process itself, shall be final and binding on us.
6. We agree and acknowledge that:
- (a) All information submitted under this EOI shall remain binding upon us.
  - (b) DIAL may, in its sole, absolute and unfettered discretion reserves the right to: (i) reject or accept any/ all EOI, cancel/modify/ withdraw the Bidding Process and reject the EOI and/or Bids; or (ii) not release or furnish the RFP and the documents related thereto and / or any information contained therein to all/any interested party without assigning any reasoning whatsoever; or (ii) withdraw/ suspend/ alter/ cancel such IEOI/ RFP/ Bidding Process including related documents, application or information or (iii) reissue IEOI/ RFP at any time in the future .
7. We agree and acknowledge that DIAL will be relying on the information provided in the EOI and the documents accompanying such EOI and we declare that all statements made by us and all the information pursuant to EOI is complete, true and accurate to the best our knowledge and beliefs.
8. This EOI shall be governed by and construed in all respects according to the applicable laws being in force in India, and that the courts at New Delhi, India shall have the exclusive jurisdiction in respect of matters arising in relation thereto.
9. All the terms used herein but not defined, shall have the meanings as ascribed thereto under the IEOI.

Name of the Interested Party:  
Signature of the Authorized Signatory:  
Name of the Authorized Signatory:  
Designation of the Authorized Signatory:  
Company rubber stamp:  
Date:

**Form B**

**DETAILS OF THE INTERESTED PARTY**

*(To be submitted on the letterhead of the Interested Party)*

**Details of the Interested Party**

1. Interested Party being single Entity
  - (a) Name:
  - (b) Country of Incorporation:
  - (c) Incorporation details (place of incorporation, registered office address), along with certified true copy of the certificate of incorporation from the concerned registrar of companies:
  - (d) Date of incorporation and/ or commencement of business:
  - (e) Legal nature of the Interested Party:
  - (f) Details of Affiliate, if any, along with incorporation and all other necessary documents.
  
2. Interested Party being Consortium
  - (a) Name of the Consortium members along with their addresses and legal nature and supporting documents:
  - (b) Lead Member:
  - (c) Technical member:
  - (d) Other member(s)
  - (e) Date of the agreement between Consortium members:
  - (f) Date of incorporation and/ or commencement of business of the Consortium members in case of legal Entity:
  - (g) Details of Affiliate, if any, along with incorporation and all other necessary documents.
  
3. Particulars of the Authorized Signatory for the Interested Party / Lead Member in case of Consortium: a) Name:
  - (a) Designation:
  - (b) Address:
  - (c) Phone Number:
  - (d) E-Mail Address:
  
4. Name and details of promoters of the Interested Party / Lead Member in case of Consortium;
  
5. Name and details of Directors: (i) name (ii) age (iii) address (iv) qualification and (v) experience of the Interested Party / Lead Member in case of Consortium or Affiliate if applicable;
  
6. Name and details of shareholders and the certified true copies of the existing shareholding pattern of the single Entity and all Consortium members in case of Consortium and Affiliate, if applicable;

7. Countries/ Cities of operations and address single Entity and all Consortium members in case of Consortium and Affiliate, if applicable;
8. Brief description of the Interested Party (single Entity and all Consortium members in case of Consortium) including details of its type of business of the Interested Party (with details to be provided) and management strategy and details of Affiliate if applicable.

#### ADDITIONAL DOCUMENTS FOR SUBMISSION

Duly certified qualification documentation (certification requirement as prescribed in clause 5 of this IEOI) is to be submitted by the Interested Party and in case of consortium, by each Consortium member. The documents must also be submitted by the Interested Party or the Lead Member and the Technical Member, for fulfilling the Technical and Financial Qualification:

1. Documents in support of qualification of the Basic, Technical and Financial Qualification as listed in clause 5 of the IEOI.
2. Certificate of solvency as on the date of issuance of this IEOI or not later than financial year ending with 2021 shall be provided in original from a Bank or statutory auditor clearly indicating the net worth of the Interested Party.
3. Duly self - certified profile of the Interested Party (Particulars of the Interested Party in Form B) along with the certified true copies of the current share-holding pattern of the Interested Party and in case of a Consortium, of all Consortium members.
4. Certified true copy of the certificate of incorporation / certificate of commencement of business (wherever applicable) / registration of business name from the concerned registrar of companies or the relevant governmental authorities.
5. Certified true copies of the constitutional documents of the Interested Party i.e. Memorandum of Association and the Articles of Association.
6. Certified true copies of the audited financial and cash-flow statements of the Interested Party / Lead Member, for the preceding 3 (three) Financial Years including the financial statements for the last full Financial Year.
7. Copies of the requisite authorizations (Power of Attorney) and other documents in support of the Technical and Financial Qualification.
8. Details of the key managerial personnel and their relevant experience, duly certified by them of the Interested Party / Lead Member.
9. Certified true copies of all quality certification and such other certification, if applicable for the purpose of the license.

10. Copy of the consortium agreement/joint venture agreement/MoU executed between the Consortium members.
11. List of other companies (including subsidiary) / businesses of each Consortium member.
12. Where the Interested Party has an existing/previous agreement with DIAL, an undertaking that that there are no pending/disputed payables to be paid by the Interested Party to DIAL on date.
13. Declaration on Interested Party's letter head that there is no pending, active or previous dispute or legal action against DIAL and/or its affiliates and/ or AAI.
14. Letter representing that the Interested Party has not faced any instance in the last 10 (ten) years of any arrangement/agreement relating to similar / scalable loyalty projects being terminated for non-performance by it and also indicating in the same letter that there are no pending termination cases against it.
15. Annual turnover for last three (3) Financial Years i.e. FY 18-19, FY19-20 and FY 20-21.

**Schedule B**

**LETTER OF UNDERTAKING**

***[On the letter head of the Interested Party and Affiliate, as the case may be.  
In case of the Interested Party being a Consortium, separate letters in the same format shall  
be submitted on the letterhead of each of the Consortium members]***

**[Date][●]**

To,

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

Kind Attn: Ms. Vandana Krishnia – Chief Marketing & Passenger Experience Officer

Sub. : Letter of Undertaking by the Bidder

Ref.: IEOI dated 3<sup>rd</sup> November, 2021 issued by DIAL in relation to the LOYALTY PROGRAM,  
INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI

Dear Sir,

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

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

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



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

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

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

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

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

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

We confirm that no benefit, either in cash or in kind, has been provided by us to any officer or employee, or any relative/associate of any officer or employee of DIAL or any of its associate companies, in order to secure the license, 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 license or any other matter relating to this EOI.

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

We acknowledge that DIAL reserves itself the right to reject the EOI without assigning any reason thereto.

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

We declare that we/any Consortium member, or our/its Affiliates are not a member of a/any other Consortium while submitting the EOI for Loyalty Program at Indira Gandhi International Airport, New Delhi-110037.

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

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

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

Yours faithfully,

For [●] name of the company

Signature

Name of the Authorised Signatory

Designation of the Authorised Signatory

Registered Office Address

(Company seal/ rubber stamp of the company)

### Schedule C

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

This Confidentiality Undertaking (“Undertaking”) is made at New Delhi on [REDACTED] this day of [REDACTED], 2021 by:

[REDACTED], a company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered office at [REDACTED], represented by its authorised signatory [REDACTED] (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 Favour 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, 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.

- Confidential Information:** The term “Confidential Information” shall mean and include, without limitation, the IEOI, RFP and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) DIAL or obtained directly or indirectly from DIAL or its representatives by the Recipient or which is generated by the Recipient or any information or data that the Recipient receives or has access to, as a result of the IEOI/ RFP, as being confidential information of DIAL.
- 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.
- Purpose:** The Recipient shall use Confidential Information solely for purpose of analysing the scope of works and for submitting it EOI in response to this IEOI and for subsequent purpose

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

4. **Use:** The Recipient shall:
  - (a) use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose;
  - (b) preserve the secrecy of the Confidential Information;
  - (c) not disclose the Confidential Information to any employee except to those having a need to know the same for the Authorized Purpose and shall be responsible and obligated for its employees’ compliance with this Undertaking;
  - (d) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the Recipient shall give DIAL reasonable prior written notice of such disclosure and, where required, assist DIAL to resist such order;
  - (e) immediately notify DIAL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information; and
  - (f) return to DIAL and/or destroy 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. The Recipient shall in writing certify to DIAL that it has duly returned or destroyed such Confidential Information, within 7 (seven) days of such a request being made by 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. The Recipient shall be liable for damages to DIAL as a result of any disclosure or misuse of Confidential Information by the Recipient. The Recipient agrees to indemnify DIAL against any and all losses, damages, claims, or expenses incurred or suffered or likely to be incurred or suffered by DIAL, arising from, in connection with or as a result of the Recipient’s breach of this Undertaking.

7. **Duration:** The Recipient's obligations under this Undertaking shall be continuous and shall not lapse.
8. **Definitive Commitment:** Recipient acknowledges and agrees that no contract or agreement with respect to or in connection with the Authorized Purpose shall be deemed to exist unless and until DIAL and Recipient execute and deliver a final definitive agreement relating thereto (the "**Definitive Commitment**"). DIAL and Recipient further agree that unless and until DIAL and Recipient shall have executed and delivered a Definitive Commitment, neither DIAL nor Recipient shall be under any legal obligation of any kind whatsoever except for the matters specifically agreed to herein. DIAL and Recipient shall have the liberty to negotiate and enter into similar kind of arrangements with any third party and this Undertaking shall not be deemed to have been entered into on exclusivity basis.
9. **Waiver:** DIAL's failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.
10. **Publicity:** The Recipient must not make any press or other public statements (which includes announcements and releases) relating to this Undertaking, the Confidential Information and/or the Authorized Purpose.
11. **Severability:** If any of the provisions of this Undertaking is found to be invalid for any reason whatsoever, such invalidity shall not affect the validity and operation of the other remaining provisions of this Undertaking.
12. **Laws:** This Undertaking, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Undertaking shall be governed by the laws of India.
13. **Forum:** The Recipient shall submit to the exclusive jurisdiction of the courts at New Delhi, India to adjudicate any dispute arising out of this Undertaking, to the exclusion of other courts.

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

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