

NOTICE ON WEBSITE

1. Brief Project Description

- 1.1. Delhi International Airport Limited (“**DIAL**”) proposes to invite bids pursuant to its Request for Proposal (“**RFP**”) for selection of 1 (one) single bidder or 1 (one) bidding consortium (comprising of maximum 3 (three) members) for grant of right to develop, finance, operate, manage and maintain a world class 4-star (or equivalent such as an upper mid-scale or upper up-scale) hotel (or a higher category) with at least 300 (three hundred) guest rooms / keys including an all-day dining outlet, F&B outlets, meeting spaces, other ancillary facilities and amenities expected of similar category hotels (“**Project**”).
- 1.2. The Project will be a unique and one of its kind landmark and shall be developed at a site opposite to Terminal-3, at Indira Gandhi International Airport (“**IGI Airport**”), on a well-located piece parcel of land spread over 2.65 (two point six five) acres, with connectivity to the metro station for the Airport Express Line and the multi-level car park with a capacity of 4,300 (four thousand and three hundred) cars.
- 1.3. The Project site identified by DIAL, and the cold shell building for the Project which shall be constructed by DIAL, , with the hotel having a gross built up area of about 3,00,000 (three lakh) square feet, as more particularly described in the RFP and the license agreement.

The Project is therefore bound to benefit from the synergies inherent to such facilities as seen at other international terminals of similar size and scale. The proposed hotel will also be in proximity to commercial districts of GMR Aerocity.

- 1.4. The Project site is currently accessible through 4+4 lane central spine road with provision to further expand to 8+8 lanes, based on demand. The central spine is directly connected to NH8 and northern access road which provide excellent approach from different parts of Delhi and NCR.

2. RfP Details

- 2.1. The details of the Project, technical and financial eligibility criteria, grounds for disqualifications and formats for submission of bids are set out in the RfP. The brief of technical and financial eligibility criteria and certain grounds for disqualification are mentioned hereinbelow for immediate reference.

2.1.1. Technical Eligibility Criteria

To be eligible for the Project, the applicant shall, in case of a single entity, by itself, or in case of a consortium, through any 1 (one) member whose technical qualification is being relied on, demonstrate that it has developed and/or operated a 4-star (or equivalent/ higher) category of hotel, consisting of at least 125 (one hundred Twenty Five) rooms in any Tier 1 City in India or any international location, provided that, such hotel must be operational as of the bid submission deadline.

“**Tier 1 City in India**” shall mean Delhi/NCR, Mumbai Metropolitan Region, Bengaluru, Chennai, Kolkata, Hyderabad, Pune, Goa, Jaipur, Ahmedabad or Agra.

It is clarified that only the hotel which is developed and/or operated by the applicant or its affiliate¹ shall be considered.

¹ “**Affiliate**” with respect to an entity means any person which, directly or indirectly, (a) Controls such entity, (b) is Controlled by such entity, or (c) is Controlled by the same person who, directly or indirectly, Controls such entity.

2.1.2. Financial Eligibility Criteria

For demonstrating financial eligibility, the applicant shall, in case of single entity by itself or through its affiliate², or in case of a consortium through any 1 (one) member whose financial qualification is being relied on, demonstrate that it has a minimum net worth of INR 200,00,00,000 (Indian Rupees two hundred crores) as at the end of the last financial year, i.e., FY 2020-2021.

2.1.3. Disqualifications

DIAL shall have the right, in its sole discretion, to disqualify any bidder/applicant on, *inter alia*, the following grounds, including if such bidder/any member of consortium or its affiliate :

- (a) has been barred / blacklisted by the Central / State Government, or any entity controlled by the Central / State Government, DIAL or its affiliates and/ or GMR Hyderabad International Airport Limited (“GHIAL”) or the Airport Authority of India (“AAI”), from participating in any project, and the bar subsists as on the bid submission deadline. In case the bidder is a foreign entity, such bidder or its affiliate shall also not have been barred by the state or government or public authority in the state of incorporation of such foreign entity;
- (b) has been expelled from any project or contract in the last 3 (three) years, by any public entity for breach of such contract;
- (c) upon occurrence of an insolvency event against the Bidder, its Member or any affiliate, as the case may be;
- (d) has pending, active or previous dispute or legal action in the court of law or any similar forum with DIAL, or its affiliates or GHIAL or its affiliates and/ or AAI;
- (e) has any past/ pending/ active/ongoing legal action or conviction or criminal cases or offences or any matter or criminal investigation/inquiry (currently pending) pertaining to violation of any applicable laws or otherwise against the bidder including but not limited to: (a) affiliates, subsidiaries and directors in case of the Company; (b) partners in case of the partnership concern/ limited liability partnership firm; (c) an individual and its successor in case of sole proprietorship concern; and (d) members in case of a society;
- (f) if any bidder applied individually or as a member of a bidding consortium, as the case may be, is also a member of another bidder. Any bidder in which a member does not comply with this requirement may be rejected by DIAL, at its sole discretion, as non-compliant;
- (g) has participated as an advisor or consultant to DIAL in the preparation of any documents, design or technical specifications of the Project;

“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 50% (fifty percent) or more of the legal and beneficial interest; and "Controlling" and "Controlled by" shall be construed accordingly. It is clarified that a fund manager shall be rendered in Control directly or through fund(s) managed by that fund manager.

² Please see *supra* note 1.

- (h) has a relationship with another bidder that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other;
- (i) if: (A) any legal, financial or technical adviser of DIAL in relation to the Project is engaged by the Bidder, its Member or any Affiliate thereof, as the case may be, in any manner for matters related to the Project; or (B) any legal, financial or technical adviser of another Bidder is engaged by the Bidder, its Member or any Affiliate thereof, as the case may be, in any manner for matters in relation to the Project;
- (j) has provided any document, undertaking, declaration or confirmation as part of the Application for Procurement or bid that is untrue, incomplete, inaccurate or not to the satisfaction of DIAL or has made any misrepresentation in its Application for Procurement or Bid. If the Interested Party or Bidder is a Bidding Consortium, then the entire Bidding Consortium could be disqualified/rejected;
- (k) 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;
- (l) where any winding-up or bankruptcy petition, whether voluntary or otherwise, has been admitted in the jurisdictional court by or against the Bidder, its Member or any Affiliate, as the case may be;
- (m) attempts to influence or induce DIAL with respect to the eligibility criteria or the bidding process/ selection process; and/or
- (n) where the Bidder, its Member or an Affiliate is found to be indulged in any coercive or collusive or fraudulent or restrictive or undesirable practice.

2.2. The details of the Project and the bid process are laid out more particularly in the RFP and the Project documents. To the extent that there is any conflict between this notice and the RFP or/and the Project documents, the terms contained in the RFP or/and the Project documents shall prevail.

2.3. To procure the RFP and other related Project documents, the interested parties are required to submit an application in the prescribed format below along with a payment of non-refundable amount of INR 1,00,000 (Indian Rupees one lakh) to DIAL ("**Bid Document Fee**") by way of a demand draft only drawn in favour of Delhi International Airport Limited, payable at New Delhi towards the part of cost relating to the preparation of the RFP and other associated costs thereto and submit the following documents by email to dial.ald@gmrgroup.in :

- (a) details of the payment of the Bid Document Fee;
- (b) duly executed copy of the Confidentiality Undertaking; and
- (c) duly filled RFP Application Form on its letterhead.

2.4. Within 3 (three) Business Days³ of submission of the above-mentioned documents, DIAL either through itself or its authorised agent will review the details furnished by the interested party, to its satisfaction, and thereafter, provide a user name and password to such interested party to access the RFP and related Project documents.

³ "**Business Days**" shall mean any day between 9 a.m. and 6 p.m., (other than a Saturday or Sunday or a public holiday) on which banks in New Delhi, India are open for general business

- 2.5. DIAL reserves the right to: (i) not release or furnish the RFP and the documents related thereto and / or any information contained therein to any/ all interested party without assigning any reasoning whatsoever; or (ii) withdraw/ suspend/ alter/ cancel/amend such RFP, including related documents or information; or (iii) reissue the RFP at any time in the future.
- 2.6. For any queries related to the RfP, please email at dial.ald@gmrgroup.in.



Delhi International Airport Limited
Registered Office: New Udaan Bhawan, Opposite Terminal 3,
Indira Gandhi International Airport, New Delhi- 110037, India
CIN No: U63033DL2006PTC146936
E-mail: dial.ald@gmrgroup.in
Website: www.newdelhiairport.in