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 design, develop, finance, construct, operate, manage and maintain:
 - (a) an ultra luxury hotel with at least 150 (one hundred fifty) guest rooms / keys including an all-day dining outlet, F&B outlets, meeting spaces, other ancillary facilities and amenities expected of similar category hotels; and
 - (b) an upper-upscale hotel with at least 350 (three hundred fifty) guest rooms / keys including an all-day dining outlet, F&B outlets, meeting spaces, other ancillary facilities and amenities expected of similar category hotels;

Separately, the Developer shall have the option to develop, finance, operate, manage and maintain commercial portions and service apartments.

(hereinafter referred to as "Project")

- 1.2. The Project will be a unique and one of its kind landmark and shall be developed at a site in the Hospitality District, GMR Aerocity, Indira Gandhi International Airport, New Delhi on a well-located parcel of land spread over 5.03 acres.
- 1.3. The Project will be undertaken at the site identified by DIAL, with a cold shell building for the Project which shall be constructed by DIAL, is on an 'as is where is' basis, with the Project having a maximum gross built up area of 9,30,000 square feet, as more particularly described in the RfP and the license agreement.

GMR Aerocity offers best-in-class connectivity to reduce commute times, and enable quicker access to and from Aerocity via: (a) the 8-lane Delhi-Gurgaon National Highway; (b) easy metro access via the Aerocity metro station (located within a 5-10 minutes walking radius from the Project Site); and (c) multiple access routes from various business districts and residential catchments in Delhi-NCR. This provides excellent visibility to the Project site, and offers unparalleled branding opportunities. Government authorities are planning multiple projects which will enhance connectivity to, and the footfall in, GMR Aerocity, such as: (a) laying of new metro lines; (b) development of the regional rapid transit system (phase 1), connecting Delhi with key cities in the NCR region; and (c) enhancing road connectivity in line with future traffic expectations.

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.

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 through its affiliate, or in case of a consortium, through any 1 (one) member by itself or through its affiliate whose technical qualification is being relied on, demonstrate that (a) has developed; and/or (b) operates/operated, in each case, at least a 4-star (or equivalent/ higher) category of hotel, consisting of at least 200 (two hundred) rooms in any Tier 1 City in India or any international location.

"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 being currently operated by the applicant or its affiliate shall be considered.

2.1.2. Financial Eligibility Criteria

For demonstrating financial eligibility, the applicant shall, in case of single entity by itself or through its affiliate, 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 400,00,00,000 (Indian Rupees four hundred crore only) as at the end of the last three financial years, i.e., FY 2023-2024, FY 2022-2023, FY 2021-2022.

2.1.3. Disqualifications

DIAL shall have the right, in its sole discretion, to disqualify any bidder/applicant on, *inter alia*, the following grounds:

- has been barred / blacklisted by the Central / State Government, or any entity controlled by the Central / State Government or by DIAL and/or its affiliates and/ or the Airport Authority of India ("AAI"), from participating in any tender process/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 5 (five) years, by any entity including DIAL 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, and/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;
- (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 advisor or consultant 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 bid or the Project; or (B) any legal, financial or technical advisor or consultant of another bidder is engaged by the idder, its member or any affiliate thereof, as the case maybe, in any manner for matters in relation to the bidding process or 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, whether knowingly or unknowingly. 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 against the bidder or its members or affiliates;
- (l) where any winding-up, insolvency, liquidation, dissolution or bankruptcy petition, whether voluntary or otherwise, has been admitted in a jurisdictional court or authority by or against the bidder, its member or any affiliate, as the case may be or where the bidder, any of its members or any affiliate is declared a sick company;
- (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 latest by [*Insert*]:
 - (a) details of the payment of the Bid Document Fee;
 - (b) duly executed copy of the Confidentiality Undertaking [available at *insert link*]; and
 - (c) duly filled RfP Application Form on its letterhead [available at *insert link*].
- 2.4. Within 7 (seven) Business Days¹ 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.
- 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 <u>dial.ald@gmrgroup.in</u>.



Delhi International Airport Limited Registered Office: New Udaan Bhawan, Opposite Terminal 3, Indira Gandhi International Airport, New Delhi- 110037, India

¹ "**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

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