

Tender Notice No: GVIAL/PRJ/EPC-1

Date : 12th May 2022

Table of Contents

Invitation for Expression of Interest.....	4
1. Introduction	4
2. Scope of IEOI.....	5
3. Brief Overview of the Bidding Process	5
4. Eligibility of the Applicant.....	6
5. Qualified Bidder and Clarification	12
6. Supporting Documents	13
7. Conditions of EOI.....	16
8. Correspondence Address of GVIAL	16
9. Evaluation of the EOI.....	16
10. Due Date.....	17
11. Late Submission	17
12. Right to Accept or Reject application	17
13. Request for Proposal	17
14. Acknowledgement by the Applicant.....	18
15. Amendments to the IEOI by GVIAL	18
16. Governing Law	18
Schedule A.....	19
Schedule B.....	22
Schedule C.....	25
Schedule D.....	26
Schedule E.....	27
Schedule F	28
Schedule G	29
Schedule H.....	30
Schedule I	31
Schedule J	33
Form I	35
Form II	36
Form III	41
Form IV.....	43
Schedule K.....	44

Disclaimer

This Invitation for Expression of Interest document (the “**IEOI**”) is being issued by GMR Visakhapatnam International Airport Limited (“**GVI**AL”) for the limited purpose of shortlisting Applicants (*defined hereinafter*) for participating in the Bidding Process (*defined hereinafter*) for the selection of a contractor for undertaking and performing the Scope of Work (*defined hereinafter*) at the new greenfield airport at Bhogapuram, Andhra Pradesh (“**Airport**”) in terms of this IEOI. The information contained in this IEOI or subsequently provided to the Applicant(s), whether verbally or in writing, by or on behalf of GVI AL or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this IEOI and such other terms and conditions subject to which such information is provided.

This IEOI is not an agreement and is neither an offer nor an invitation by GVI AL to the Applicants or any other person. The purpose of this IEOI is to provide the Applicants with information that may be useful to them in the formulation of their application for qualification pursuant to this IEOI and for submission of their respective EOI (*defined hereinafter*).

This IEOI includes statements, which reflect various assumptions and assessments arrived at by GVI AL in relation to the Project (*defined hereinafter*). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This IEOI may not be appropriate for all persons, and it is not possible for GVI AL, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this IEOI. The assumptions, assessments, statements and information contained in this IEOI 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 assumptions, assessments, statements and information contained in this IEOI and obtain independent advice from appropriate sources.

Information provided in this IEOI 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. The possession or use of this IEOI in any manner contrary to any applicable law is expressly prohibited. The Applicants shall apprise themselves and shall comply with any applicable legal requirements in submission of their application. This IEOI is issued upon an express understanding and agreement that the Applicants will use it only for the purpose of preparing and submitting their EOI in response to this IEOI and for the purpose associated herewith and for no other purpose whatsoever.

GVI AL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. GVI AL, its Affiliates (*defined hereinafter*), directors, employees, consultants, contractors, representatives, agents and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Qualified Bidder (*defined hereinafter*), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this IEOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the IEOI and any assessment, assumption, statement or information contained therein or deemed to form part of this

IEOI or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

GVIAl also 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 IEOI. GVIAl may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this IEOI.

The issue of this IEOI does not imply that the GVIAl is bound to select and / or shortlist pre-qualified EOIs for the Bidding Process or to appoint the Successful Bidder (*defined hereinafter*), as the case may be, for the Project and GVIAl reserves the right to reject all or any EOIs or Bids (*defined hereinafter*) without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its EOI including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GVIAl or any other costs incurred in connection with or relating to its EOI. All such costs and expenses will remain with the Applicant and GVIAl shall not be liable in any manner whatsoever.

No person other than the authorized representative of GVIAl, as specified in this IEOI, is permitted to give any information or to make any representation not contained in this IEOI and, if given or made, any such information or representation shall not be relied upon as having been so authorized.

Nothing contained in this IEOI is, or shall be relied upon as, a representation of fact or promise as to the future.

The Applicant(s) (or its advisers or consultants) are prohibited from any form of collusion or arrangement with anyone to influence the Bidding 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 GVIAl or to any other person in a position to influence the decision of GVIAl for showing any favour in relation to this IEOI or any other contract, shall render the Applicant to such liability and/or penalty as GVIAl may deem proper, including, but not limited to, rejection and blacklisting of the Applicant.

Each Applicant's acceptance of delivery of this IEOI constitutes its agreement to, and acceptance of, the terms set forth in this 'Disclaimer'. By acceptance of this IEOI, the Applicant agrees that this IEOI and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

GVIAl may conduct the Bidding Process as set out hereunder either by itself, or through or with the assistance of one or more advisors and agencies. The Applicant's consent to GVIAl for sharing the application and all other information as may be provided by the Applicant during the Bidding Process and thereafter, with such advisors and agents. It is clarified that evaluation and selection of the EOIs shall be made by GVIAl at its sole discretion, and that GVIAl shall not be bound by any opinions or observations of its advisors or agents.

No extension of time shall be granted under any circumstances to any particular Applicant(s) for submission of its Bid including, but not limited to, the grounds that the Applicant did not obtain a complete set of the IEOI, or on any other ground(s).

TENDER NOTICE: No: GVIAL/PRJ/EPC-1**Date: May 12, 2022****INVITATION FOR EXPRESSION OF INTEREST (IEOI) FOR PRE QUALIFICATION OF THE EPC CONTRACTOR FOR PERFORMING THE SCOPE OF WORK WITH RESPECT TO CONSTRUCTION OF THE GREENFIELD AIRPORT AT BHOGAPURAM, ANDHRA PRADESH.**

GVIAL wishes to invite prospective contractors having prior experience in designing, engineering, procurement and construction of similar works. The scope of work for the Project shall comprise the development, construction, testing and commissioning of terminal building, ATCT Block, airside infrastructure, city side and/or land side development and other associated works as more particularly described in **Schedule A** of the IEOI.

Applicants can submit the response to the IEOI by 26th May 2022. The IEOI can be downloaded from <https://gmrvisakhapatnamairport.com/tender.aspx>.

Based on the details furnished in the response to the IEOI, GVIAL will issue the RFP to the Qualified Bidders for participating in the Bidding Process.

GVIAL reserves the right to accept or reject any EOI without assigning any reason whatsoever and is not obliged to correspond with the Applicants in this regard. Further, GVIAL reserves the right to change and/or cancel the Bidding Process at any time without prior notice to the Applicants and/or without assigning any reason whatsoever.

Invitation for Expression of Interest

1. Introduction

- 1.1 The Government of Andhra Pradesh (the “**GoAP**”) had appointed Andhra Pradesh Airports Development Corporation Limited (the “**APADCL**”) as the nodal agency for the implementation of the Airport and has received the in-principle approval from the Government of India for the development of the Airport, and resolved to develop the Airport on a design, build, finance, operate and transfer (the “**DBFOT**”) basis. Thereafter, GoAP initiated the process of selection of a suitable developer for the construction, operation and maintenance of the Airport and pursuant to a tender process and GMR Airports Limited (“**GAL**”) was declared as the successful bidder. Subsequently, GAL incorporated a special purpose vehicle i.e., GVIAL, for the construction, operation and maintenance of the Airport on a DBFOT basis and thereafter GVIAL and APADCL have executed the concession agreement dated June 12, 2020 (the “**Concession Agreement**”). The development of the Airport will involve construction of a greenfield airport and other supporting infrastructure with an annual capacity of around 6 (six) million passengers per annum (“**MPPA**”) in the first phase (“**Phase 1**”), to be upgraded subsequently to 12 (twelve) MPPA in the second phase and 18 (eighteen) MPPA in the third phase.
- 1.2 In this regard, GVIAL intends to appoint a reputed contractor for engineering, procurement and construction of Phase 1 of the Airport (“**Project**”). The scope of work for the Project shall comprise the development, construction, testing and commissioning of terminal building, ATCT Block, airside infrastructure, city side and/or land side development and other associated works as more particularly described in **Schedule A** hereto (collectively the “**Scope of Work**”).
- 1.3 The vision for the Airport has been formulated by GVIAL to serve as the guideline for the design engineers and architects. The vision is to develop, operate and manage an airport of international standards with emphasis on:
 - 1.3.1 Ensuring modern development and expansion in a phased manner such that GVIAL meets commitments through the timely provision of high-quality airport infrastructure (on both the airside and landside) to meet the growing demand.
 - 1.3.2 Development of terminal building, airside and landside assets for the development of world class airport amenities to meet the expectations of a modern day travelers and other users.
 - 1.3.3 Ensuring compliance by GVIAL of the service level expectations and requirements, and development of the Airport which can operate at and exceed the agreed level of service delivery as per the Concession Agreement.
 - 1.3.4 Introduction of new and improved processes and technology to maximize efficiency.
 - 1.3.5 Enhancing passenger experience.
 - 1.3.6 Invigorating the interior as well as the exterior ambience of the infrastructure.
 - 1.3.7 Co-ordination with other contractors and third party concessionaires of GVIAL.

- 1.3.8 Compliance with applicable laws, rules and regulations made thereunder, directions, circulars, notifications, bye-laws etc. issued by any governmental authority including but not limited to Ministry of Environment and Forest, Ministry of Civil Aviation, Directorate General of Civil Aviation, Bureau of Civil Aviation Security (“**BCAS**”), International Civil Aviation Organisation, International Air Transport Association, Central Industrial Security Force, relevant Pollution Control Boards and National Green Tribunal.

2. Scope of IEOI

- 2.1 In order to facilitate the implementation of the Project, GVIAl invites submission of EOI from the Applicants who satisfy the following eligibility criteria, (a) General Qualification (*defined hereinafter*), (b) the Financial Qualification (*defined hereinafter*), (c) and the Technical Qualification (*defined hereinafter*) ((a), (b) and (c) are collectively referred to as the “**Qualification Criteria**”), and wish to participate in the Bid Stage (*defined hereinafter*) for undertaking the Project, on a lump sum and turnkey contract basis, at the Project site. The preliminary designs and concepts have been developed by GVIAl.
- 2.2 The applicants shall fill the requisite information in the e-portal and agree to the Confidentiality Undertaking as specified in the e-portal to download this IEOI. The applicants successfully registering on the e-portal to participate in the Bidding Process (“**Applicants**”) will be permitted to download this IEOI.
- 2.3 The Applicants shall also submit the duly executed confidentiality undertaking (“**Confidentiality Undertaking**”), as per the format specified in **Schedule K** hereto. It is clarified that, in case the Applicants do not submit the Confidentiality Undertaking, the EOI submitted by the Applicants shall not be considered as responsive and shall be rejected by GVIAl.

3. Brief Overview of the Bidding Process

- 3.1 In respect of the Project, GVIAl 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 Project (“**Successful Bidder**”). The Successful Bidder shall be invited for implementing the Project.
- 3.2 **Qualification Stage:** The first stage (“**Qualification Stage**”) of the Bidding Process involves shortlisting and qualification of the Applicants, who have submitted their expression of interest (“**EOI**”) to undertake the Project in accordance with the provisions of this IEOI. In the Qualification Stage, the Applicants would be required to furnish all the information specified in this IEOI. GVIAl shall receive the EOI, pursuant to this IEOI in accordance with the terms set forth herein, as modified, altered, amended and clarified from time to time by GVIAl. Each EOI shall be prepared and submitted in accordance with terms of this IEOI, on or before the Due Date (*defined hereinafter*) for submission of EOI. At the end of the Qualification Stage, GVIAl shall shortlist the qualified Applicants (“**Qualified Bidders**”) that *inter alia* satisfy the Qualification Criteria, who shall be eligible for participation in the second stage of the Bidding Process (“**Bid Stage**”).
- 3.3 **Bid Stage:** The second stage of the Bidding Process shall comprise of the Request for Proposal (“**RFP**”). At the initial level of the Bid Stage, the Qualified

Bidders shall be called upon to submit their bid in respect of the Project, the details of which and the requirements whereof shall be more particularly set out in the RFP (“**Bid(s)**”). Pursuant to shortlisting of the Qualified Bidders in the Bid Stage, GVIAL intends to select the Successful Bidder, who shall undertake the implementation of the Project in accordance with the provisions of the definitive agreement executed between GVIAL and the Successful Bidder (“**EPC Contract**”).

4. Eligibility of the Applicant

4.1 The IEOI is open to eligible (qualified and experienced) national and international contractors that satisfy the Qualification Criteria.

4.2 The Applicant, on its own or through its Affiliate, shall satisfy the Qualification Criteria. In case the Applicant relies on its Affiliate to satisfy the Qualification Criteria, then the Applicant shall additionally submit a guarantee to be provided by such Affiliate in favor of GVIAL guaranteeing the performance of the Applicant for 100% (one hundred percent) of the contract value of the Project, in case the Applicant is declared the Successful Bidder.

4.3 Such Affiliate whose credentials have been relied upon by the Applicant shall remain an Affiliate throughout the course of the EPC Contract (if awarded) and any change in control of the Affiliate shall be subject to the prior written approval of GVIAL.

4.4 For the purpose of this IEOI, “**Affiliate**” means with respect to an entity, mean any person who, directly or indirectly: (a) Controls the entity; or (b) is Controlled by the entity; or (c) is Controlled by the same person who, directly or indirectly, Controls the entity; and “**Control**” shall have the same meaning as ascribed to the term under the (Indian) Companies Act, 2013; and “Controlling” and “Controlled by” shall be construed accordingly.

4.5 General Eligibility Criteria (“**General Qualification**”)

4.5.1 The Applicant shall be a company incorporated under the applicable laws of the country of incorporation.

4.5.2 In case the Applicant:

(a) is a wholly owned Indian subsidiary of a foreign company and submits credentials of its parent company for the purpose of this IEOI, then such Applicant shall be considered subject to such foreign company providing a parent company guarantee in favour of GVIAL guaranteeing the performance of its Indian subsidiary (the Applicant) for 100% (one hundred percent) of the contract value for the Project, in case such Applicant is declared the Successful Bidder;

(b) is a foreign company and plans to execute the contract by incorporating an Indian subsidiary of its own, then such Indian subsidiary shall be a wholly owned subsidiary and the foreign company shall be required to provide a parent company guarantee in favour of GVIAL guaranteeing the performance of its Indian subsidiary for 100% (one hundred percent) of the contract value for the Project; and

- (c) is a foreign company and plans to establish project office for the purpose of executing the Scope of Works, then such Applicant will be considered subject to the Applicant complying with all statutory and regulatory permissions required under the applicable laws (including from the Reserve Bank of India (“RBI”) under the Foreign Exchange Management Act, 1999 etc.).

4.5.3 The Applicant can only be a single entity.

4.5.4 The Applicant shall obtain and maintain all permits, licenses, approvals and no-objection certificates for complying with all applicable laws, orders, regulations or other instructions issued by all statutory/relevant authorities for the purposes of participating in the Bidding Process.

4.6 The Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process if:

- (a) The Applicant in 2 (two) different EOIs have controlling shareholders in common;
- (b) The Applicant (or any constituent thereof) submit more than 1 (one) EOI as part of this Bidding Process;
- (c) The Applicant receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan, or subordinated debt to or from any other Applicant, or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Applicant;
- (d) The Applicant has the same legal representative for purposes of an application under this Bidding Process as any other Applicant; and
- (e) The Applicant has a relationship with another Applicant, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other’s information, or to influence the application of either or each other.

4.7 Financial Eligibility Criteria (“**Financial Qualification**”)

<p>4.7.1 Average Annual Turnover - Construction Business</p>	<p>The average annual construction turnover (turnover from construction activities only) during last 3 (three) Financial Years (<i>defined hereinafter</i>), preceding the date of submission of the EOI (the “Submission Date”), should not be less than INR 750,00,00,000 (Indian Rupees Seven Hundred Fifty Crores).</p> <p>The Applicant shall provide turnover figures for the previous 3 (three) Financial Years preceding the Submission Date in</p>
--	--

	<p>Form I of this IEOI.</p> <p>The financial data in the prescribed format shall be certified by the Applicant’s statutory auditor with its stamp and signature in original with membership number.</p> <p>The EOI must be accompanied by the audited balance sheets or annual reports of the Applicant for the last 3 (three) Financial Years.</p> <p>AND</p>
<p>4.7.2 Net Worth</p>	<p>The Applicant shall have a minimum Net Worth (<i>defined hereinafter</i>) of INR 2500,00,00,000 (Indian Rupees Two Thousand Five Hundred Crores).</p> <p>“Net Worth” means the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.</p> <p>The Applicant shall provide its Net Worth figures in</p> <p>Form I of this IEOI. The financial data in the prescribed format shall be certified by the Applicant’s statutory auditor or practicing chartered accountant with its stamp and signature in original with membership number.</p> <p>AND</p>
<p>4.7.3 Corporate Debt Restructuring (“CDR”)/Strategic Debt Restructuring (“SDR”)/ Scheme for Sustainable Structuring of Stressed Assets (“S4A”)</p>	<p>No resolution plan is being initiated or implemented under the Prudential Framework for Resolution of Stressed Assets issued by RBI on June 7, 2019 bearing reference number RBI/2018-19/203 DBR.No.BP.BC.45/21.04.048/2018-19, as amended and/or replaced from time to time, in last 3 (three) Financial Years, preceding the Submission Date.</p> <p>A self-declaration in this regard shall be submitted by the Applicant.</p>

4.7.4 The Applicant shall submit the fully filled ‘Financial Criteria’ as per

4.7.5 **Form I** with attachments as per the terms of this IEOI.

4.7.6 For the purpose of this IEI, “**Financial Year**” for a year in consideration, means the financial year followed by the Applicant in its ordinary course of business. In the event financial year of the Applicant has ended on or after 31 December 2021, then for the period post the last audited financial statement, such Applicant will be required to provide the unaudited financial statements of the Applicant until 7 (seven) days prior to the Submission Date, certified as true and correct by the Applicant’s directors and / or chartered accountant.

4.8 Technical Eligibility Criteria (“**Technical Qualification**”)

4.8.1 Construction of International Passenger Terminal Building	Satisfactorily Completed (<i>defined hereinafter</i>) construction at least 1 (one) International Passenger Terminal Building (<i>defined hereinafter</i>) as a prime contractor with construction value of more than INR 600,00,00,000 (Indian Rupees Six Hundred Crores) in last 15 (fifteen) years calculated from the Submission Date. AND
4.8.2 Construction of Airfield Infrastructure	Satisfactorily Completed construction of Airfield Infrastructure (<i>defined hereinafter</i>) for an international airport with construction value of more than INR 100,00,00,000 (Indian Rupees One Hundred Crores) in the last 15 (fifteen) years calculated from the Submission Date. AND
4.8.3 Construction of City Side Infrastructure	Satisfactorily Completed construction of City Side Infrastructure (<i>defined hereinafter</i>) for an international airport with construction value of more than INR 100,00,00,000 (Indian Rupees One Hundred Crores) in the last 15 (fifteen) years calculated from the Submission Date.

4.8.4 The Applicant shall submit the fully filled ‘Technical Criteria’ as per **Form II** with attachments as per the terms of this IEI.

4.8.5 For the purpose of this IEI, the following definitions shall be construed to mean as follows:

- (a) “**International Passenger Terminal Building**” means an international passenger terminal building having a total built up area not less than 60,000 (sixty thousand) sqm. including all civil, structure, architecture, finishes, electrical, HVAC, fire detection, fire alarm, fire suppression, building management system, IT&C enabling works, people movers (elevators, escalators and travellers), airport systems of at least 5 (five) passenger boarding bridges (aerobridges), in-line baggage handling system of capacity not less than 1,200 (twelve hundred) bags per hour, in-line hold baggage screening with matrix system, hand baggage screening, customs screening, passenger and staff screening systems, visual docking guidance system (VDGS), all complete in 1

(one) single project, on an Engineering, Procurement, Construction (“EPC”) basis. The Applicant should not have incurred any delay damages or liquidated damages from the respective employer for such qualifying project. The full break up of such infrastructure shall be provided by the Applicant, duly certified by the respective employer for such qualifying project.

- (b) **“Airfield Infrastructure”** with respect to an international airport means the construction of including but not limited to runway (new construction or major rehabilitation of runways) and/or taxiway networks and/or apron of not less than 50,000 (fifty thousand) sqm. area, and other associated infrastructure all complete in 1 (one) single project on an EPC basis.
- (c) **“City Side Infrastructure”** with respect to an international airport means the construction of including but not limited to car park for minimum 1500 (fifteen hundred) cars, bus bays, taxi lanes, construction of elevated and/or at grade approach road to the terminal having a length of at least 2 (two) km. and associated infrastructure all complete in 1 (one) single project on an EPC basis.
- (d) **“Eligible Projects”** constitutes airport projects consisting of International Passenger Terminal Building, Airfield Infrastructure and City Side Infrastructure with the above description and construction value thresholds, implemented on an EPC basis. All Eligible Projects under Clause 4.8.1 and Clause 4.8.3 shall be eligible for qualification from the same airport implemented on an EPC basis
- (e) **“Satisfactorily Completed”** means conformation to the acceptable levels of meeting the specifications and when the work is completed within the original or extended completion period, without levy of liquidated damages for delay on the part of the Applicant. The certificate of satisfactory completion issued by the concerned employer shall be submitted by the Applicant.

4.8.6 The full break-up of the Eligible Projects shall be provided by the Applicant, duly certified by the respective employer or owner of such project and certified by a notary public.

4.8.7 If the work was done in joint venture (whether incorporated or unincorporated), such experience can be relied upon by the Applicant, provided the Applicant holds a minimum of 50% (fifty percent) share in such joint venture.

4.9 Exchange rate of foreign currency to Indian Rupees shall be calculated basis the exchange rates published on the website of the Reserve Bank of India available at <https://www.fbil.org.in/#/home>, as on the date the Eligible Projects are Satisfactorily Completed.

4.10 If any supporting documents with respect to the Qualification Criteria submitted by the Applicant along with the EOI and/or any other document required to be submitted by the Applicant as specified in this IEOI are in any language other than English language, then such documents shall be translated in English language through a certified translator and duly attested by the Embassy of the Applicant’s country of origin, in case the Applicant is a foreign company.

4.11 Litigation History

- 4.11.1 The Applicants shall provide information on any history of litigation or arbitration as per **Form III**. In the event the Applicant is relying on the credentials of its Affiliate or a joint venture then documents requested for in this Clause 4.11 shall be submitted for such Affiliate or joint venture as well.
- 4.11.2 Details of litigations or arbitrations in respect of any EPC contracts executed or in progress in the past 5 (five) years or any claims made on any bank guarantees or corporate guarantee provided by an Applicant/parties.
- 4.11.3 Details of all pending and ongoing litigations or arbitrations, if any, against and/or by GVIAl and/or any of its Affiliates.
- 4.11.4 Pending investigations or proceedings, if any, in respect of any money-laundering, corruption or anti-bribery laws.
- 4.12 In case of any subsequent material changes in the particulars submitted above, the Applicant will promptly submit to GVIAl the details of any such changes and the reasons thereof.
- 4.13 The year shall mean and refer to the calendar year (1st January to 31st December). The number of years for the purpose of satisfying the Qualification Criteria shall be accordingly determined.
- 4.14 In case any certificate(s) submitted by the Applicant is found to be forged and/or bogus and/or false, the Applicant will not only be disqualified for the Bidding Process, but also would be blacklisted and/or debarred by GVIAl for any or all future tenders to be issued by GVIAl and/or any of its Affiliates.
- 4.15 The Applicant cannot be an associate for any other Applicants who is also submitting this EOI.
- 4.16 GVIAl reserves the right to verify all statements and/or information submitted to confirm the Applicant's claim on experience and to assess the Applicant's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of the Project.
- 4.17 The following parties would be debarred from applying:
- 4.17.1 Any entity which has been barred by the Government of India and/or GoAP, or any entity controlled by it, from participating in project of similar nature, and the bar subsists as on the date of the application, would not be eligible to submit application; or
- 4.17.2 In the last 5 (five) years, the Applicant, should have neither failed to perform its obligations under any contract, as may be evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor has been expelled from any project or contract by any public entity or have had any contract terminated by any public entity for breach by such Applicant. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 4.17 is such that it does not reflect: (a) any malfeasance on its part in relation to such cause or event; or (b) any willful default or patent

breach of the material terms of the relevant contract; or (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to GVIAL for seeking a waiver from the disqualification hereunder and GVIAL may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the application process or on the implementation of the Project; or

4.17.3 A person black-listed and/or barred by GVIAL and/or GoAP or any governmental authority in the past 5 (five) years from participating in any open and/or competitive bidding and/or tendering and/or other contracting processes; or

4.17.4 Has against it any pending litigation or proceedings, before any court or authority, in relation to bankruptcy, insolvency, liquidation, dissolution or winding-up or is declared a sick company; or

4.17.5 A person (including its promoters, directors, partners, beneficial owners or senior management or Affiliates) who is or has been:

(a) convicted in any criminal cases and/or any pending enquiry under the Foreign Exchange Management Act, 1999 (as amended and supplemented from time to time) or any other financial fraud and/or irregularities or tax evasion;

(b) either directly or indirectly involved in any pending or previous litigation, dispute or breach of contract with GVIAL or GoAP (or any of its ministries, departments and the like) which would prejudicially impact the performance in relation to the definitive agreements that may be executed for the implementation of the Project;

(c) has materially breached its obligations under any past and/or existing agreement(s) with GVIAL or any governmental authority; and/or

(d) a person otherwise disqualified from participating in the Bidding Process.

4.18 It is clarified that, GVIAL reserves the right to disqualify an Applicant from participation in the Bidding Process, in case GVIAL becomes aware of any facts or circumstances, which would have rendered the Applicant liable for disqualification under the Qualification Stage.

4.19 The applicant shall submit list of all ongoing and/or current projects as per the **Form IV** attached with this IEOI.

5. Qualified Bidder and Clarification

5.1 The EOI received from the Applicants, who satisfy the Qualification Criteria and who are not debarred (as stipulated in this IEOI) shall qualify for the Bid Stage. GVIAL will not entertain any query or clarification from the Applicants who fail to qualify the Qualification Criteria. Further, GVIAL will not entertain any query in relation to the acceptance or rejection of any EOI.

5.2 Clarifications

- 5.2.1 The Applicants requiring any clarification on this IEOI may notify GVIAl by e-mail as specified in the address for communication specified in Clause 8. GVIAl shall endeavor to respond to the queries prior to the Due Date. GVIAl reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this IEOI shall be taken or read as compelling or requiring GVIAl to respond to any question or to provide any clarification and GVIAl shall not be held liable in any way for not having responded to the queries/clarifications of the Applicant/s.
- 5.2.2 GVIAl may also on its own motion, if deemed necessary, issue interpretations and clarifications and may extend the Due Date through a notification on its website. All clarifications and interpretations issued by GVIAl shall be deemed to be a part of this IEOI. Verbal clarifications and information given by GVIAl or its employees or representatives shall not in any way or manner be binding on GVIAl.
- 5.2.3 To facilitate evaluation of the response to this IEOI, GVIAl may, at its sole discretion, seek clarifications from any Applicant regarding its response to this IEOI. Such clarification(s) shall be provided within the time specified by GVIAl for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought as specified herein, within the prescribed time, its EOI shall be liable to be rejected. In case the EOI is not rejected, GVIAl may proceed to evaluate the EOI by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation by GVIAl.
- 5.2.4 To assist in the evaluation of the Applicants, GVIAl may hold discussions with the Applicants. The Applicant would be required to make a detailed presentation on the capabilities of the Applicant including: (a) past experience of the firm in having carried out similar type of works; (b) organization and experts available in the firm for similar works; (c) resources available with firm to undertake similar works and high level understanding of said airport project execution; and (d) health and safety policy of the firm. The exact meeting details including the dates would be indicated subsequently. The Applicant would be required to submit a soft copy of the presentation to GVIAl.
- 5.2.5 GVIAl reserves the right to call for additional documents/information in a form and manner to be specified. Such documents/information shall be provided within the time specified by GVIAl for this purpose.
- 5.2.6 The EOI shall contain complete and all information sought in the IEOI and GVIAl shall be the sole judge of whether such information / document is complete or not. GVIAl shall neither be obliged to seek clarifications nor be liable in any way, if complete information is not provided by the Applicant.
- 5.2.7 Answers to the queries/clarifications sought by one Applicant shall be shared with all the Applicants.

6. **Supporting Documents**

- 6.1 The EOI must be submitted along with the following documents:

- 6.1.1 A cover letter along with the confirmations as set out hereinabove, in the format as annexed in **Schedule B** hereto;
- 6.1.2 General information of the Applicant along with a detailed profile of the Applicant (as per **Schedule C** hereto) setting out its expertise and capabilities that are relevant for this IEOI i.e., detailed project documentation clearly enumerating the projects completed, including but not limited to client certification, description of role and responsibility, and works executed, schedule/actual start and end date, budgeted and actual cost of the project, etc.;
- 6.1.3 For the purpose of demonstrating the satisfaction of Technical Qualification and Financial Qualification by the Applicant and/or its Affiliate (as the case may be) shall submit:
- (a) Self-certification for the Technical Qualification in the format as annexed in **Schedule D** hereto;
 - (b) Auditor's certificate for the Technical Qualification in the format as annexed in **Schedule E** hereto;
 - (c) Detailed project documentation of the Eligible Project including the client certificate clearly stating the project has been completed and/or operational and other supporting documents as may be necessary;
 - (d) For the purpose of demonstrating the satisfaction of the Financial Qualification by the Applicant and/or its Affiliate (as the case may be);
 - (e) Abridged certified versions of the audited annual financial report of the Applicant for the immediately preceding 3 (three) years from the Submission Date;
 - (f) Certificate from statutory auditors testifying the satisfaction of Financial Qualification under their seal, in the format as annexed in **Schedule F** hereto;
 - (g) Certificate from the Applicant's bank with respect to the Applicant's liquid assets, in the format as annexed in **Schedule G** hereto;
 - (h) Certificate from statutory auditors confirming the Affiliate relationship with the Applicant in case any of the Qualification Criteria are met through the Affiliate, in the format as annexed in **Schedule H** hereto;
 - (i) Copy of PAN Card, registration under goods and services tax, service tax registration number, Applicant's registration certificate, articles of association and any other statutory documents or any equivalent documents for overseas Applicants;
 - (j) Shareholding pattern;
 - (k) Organization structure, details of technically skilled manpower to be deployed for the execution of the Scope of Work stipulated under the IEOI;

- (l) Details of current contract commitments having similar Scope of Work;
- (m) Upload duly signed IEOI (blank) and correspondence, addendums/corrigendum's issued by GVIAL from time to time in relation to the subject IEOI, as a token of receipt and acceptance of all the information shared by GVIAL with respect to this IEOI;
- (n) An undertaking from the Applicant in the format annexed as **Schedule I** hereto, declaring *inter alia* that it is not disqualified under terms of IEOI and shall at all times during the completion of Project abide by the guidelines issued by BCAS and all the applicable laws including but not limited to various Labour Laws such as Contract Labour (Regulation and Abolition) Act, 1970 etc., Environment law including the Environment (Protection) Act, 1986, the Air (Prevention and Control of Pollution) Act, 1981, Construction and Demolition Waste Management Rules, 2016 etc.
- (o) Duly filled **Form I, Form II, Form III and Form IV.**

6.1.4 Duly executed Confidentiality Undertaking as per the format specified in **Schedule K** hereto.

6.2 It is mandatory for all the Applicants to have class-III Digital Signature Certificate ("**DSC**") (in the name of authorized signatory or firm or organization or owner of the firm or organization) from any of the licensed certifying agency to participate in e-tendering. The DSC should be in the name of the authorized signatory as authorized in the Power of Attorney that is submitted for the EOI, in case the Applicant is a single entity then in the format provided in **Schedule J** hereto.

6.3 The Applicants shall also submit the technical documents pertaining to the EOI as uploaded on the e-portal in hard copy in a sealed envelope along with an original power of attorney (in the format provided in **Schedule J** hereto) for authorised representative at the address mentioned in Clause 8 below. The hard copy shall reach the address mentioned in Clause 8 below within 72 (seventy two) hours from the Submission Date. Any document received afterwards will not be accepted. If the hard copies of such technical documents are not received for any Applicant, their EOI will not be considered responsive and shall be rejected. GVIAL reserves the right to reject the EOI submitted by an Applicant, if the hard copies of the technical documents do not correspond with the technical documents submitted/uploaded by such Applicant on the e-portal. The envelope containing the hard copy of the technical documents shall clearly bear the following identification:

"Submission of Technical Documents pertaining to the EOI in connection with the IEOI for Pre-Qualification of the EPC Contractor for Performing the Scope of Work with respect to the greenfield airport at Bhogapuram, Andhra Pradesh"

and shall clearly indicate the name and address of the Applicant. If the envelope is not sealed and marked as instructed above, GVIAL assumes no responsibility for the misplacement or premature opening of the contents of the submitted envelope and consequent losses, if any, suffered by the Applicant.

- 6.4 The EOI shall strictly contain no alterations, omissions or additions, except those necessitated to comply with written instructions issued by GVIAL.

7. Conditions of EOI

- 7.1 The following conditions shall be adhered to while submitting the EOI:
- 7.1.1 The Applicant should 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 Applicant may format the prescribed forms herein;
- 7.1.2 The information supplied by the Applicant must apply to the Applicant or to its parent company or its Affiliate named in the EOI and not, unless specifically requested, to other associated companies or firms;
- 7.1.3 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 Applicant may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated by a certified translator and signed by the Applicant. Supporting materials, which are not translated into English language, may not be considered. For the purpose of interpretation and evaluation of the EOI, the English language translation shall prevail; and
- 7.1.4 All accurate translations must be notarized by a notary of respective country and legalized by the concerned Ministry of External Affairs and/or Embassy and/or Ministry of Foreign Affairs in respective countries. However, in case such entity is from a country which has signed The Hague Legalization Convention 1961, then the said translation is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

8. Correspondence Address of GVIAL

Attention of: The Tender Officer

Designation: Procurement & Contracts Department, GMR Visakhapatnam International Airport Limited

Address: GMR VISAKHAPATNAM INTERNATIONAL AIRPORT LIMITED, No. 10-1-43, Flat No. 202, Second Floor, Siripuram Fort, Siripuram, Visakhapatnam – 530 003, Andhra Pradesh, India

E-mail Address: tender.gvial@gmrgroup.in

E-Portal: <https://gmrvsakhapatnamairport.com/tender.aspx>

9. Evaluation of the EOI

Applicants shall make their submission online through the e-portal <https://gmrvsakhapatnamairport.com/tender.aspx>. The submission of the EOI should be done before the Due Date. Please check our website <https://gmrvsakhapatnamairport.com/tender.aspx> for any updates regarding the Due Date and/or for any updates or notification with regard to the IEOI. Based on the details furnished in the EOI, GVIAL will issue the RFP

document(s) to the Qualified Bidders subject to the Qualification Criteria mentioned in this IEOI. In case, GVIAL receives EOI from only a single Applicant then GVIAL may at its discretion, issue the RFP to such Applicant, subject to the Applicant satisfying the Qualification Criteria.

10. Due Date

10.1 The EOI should be submitted latest by 17:30 hours IST on 26th May 2022 (“**Due Date**”).

10.2 IEOI Schedule:

Sr.	Event	Date
1	IEOI Publish date	12 th May 2022
2	Last Date and Time for Submission of EOI by the Applicant	26 th May 2022

11. Late Submission

Any EOI received by GVIAL after the Due Date, shall not be eligible for consideration in the Biding Process and shall be summarily rejected.

12. Right to Accept or Reject application

12.1 Applicants may note that mere submission of EOI and/or submission of additional information do not automatically entitle them to any claim. GVIAL reserves the right to reject any EOI due to any reasons stipulated in this IEOI including but not limited to the following:

- 12.1.1 at any time, a material misrepresentation is made or discovered; or
- 12.1.2 there is a suppression of material information and/or facts by the Applicant; or
- 12.1.3 the Applicant does not provide, within the time specified by GVIAL, the supplemental information sought by GVIAL for evaluation of the application.

12.2 If such rejection occurs after the Due Date and all or most of the Applicants get rejected, then GVIAL reserves the right to:

- 12.2.1 extend the Due Date to invite more Applicants; or
- 12.2.2 take any such measure as may be deemed fit in the sole discretion of GVIAL, including annulment of the application process.

13. Request for Proposal

13.1 After the Due Date, up to the time of issuance of the RFP to the Qualified Bidders, the Applicants should not contact GVIAL on any matter related to its EOI. Any act on the part of the Applicant to influence GVIAL and/or any of its Affiliates in the examination, evaluation of application for EOI, and recommendation for selection as Qualified Bidders may result in the rejection of the EOI.

- 13.2 GVIAl will upload the RFP document(s) on its e-portal and shall intimate the Qualified Bidders in this regard by sending an email to their respective registered email addresses.

14. Acknowledgement by the Applicant

- 14.1 It shall be deemed by submitting the documents, the Applicant has:

- 14.1.1 made a complete and careful examination of the IEOI;
- 14.1.2 accepted the risk of error, inadequacy or mistake in the information provided in the IEOI by or on behalf of GVIAl; and
- 14.1.3 agreed to be bound by the undertakings provided by it and in terms hereof.

15. Amendments to the IEOI by GVIAl

- 15.1 At any time, GVIAl 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 GVIAl's website. In order to give the Applicants reasonable time to take the above amendments into account in preparing their respective EOIs, GVIAl may, at its discretion, extend the Due Date. Please regularly check our website for any updates and/or notifications.
- 15.2 Notwithstanding anything contained in this IEOI, GVIAl reserves the right to change the basis of or the procedure (including the timetable) relating to the EOI and/or the Bid and/or the Bidding Process, discontinue, withdraw or annul any part or the entire Bidding Process, accept or reject any or all applications without assigning any reasons whatsoever or without prior notice and without prejudice to its right to re-tender at any time in the future, and in such case no Applicant shall have any right towards any claim against GVIAl and/or any of its Affiliates. GVIAl also reserves the right to decline to discuss further with any Applicant any matter arising out of the Bidding Process. No reimbursement of cost of any type shall be paid by GVIAl and/or any of its Affiliates to any Applicant with respect to the Bidding Process. Any decision taken by GVIAl in this regard shall be final and binding on all Applicants.

16. Governing Law

All matters relating to the Bidding Process shall be governed by the laws of the Republic of India. The courts at Vishakhapatnam, Andhra Pradesh shall have the exclusive jurisdiction in relation to any disputes relating to or arising pursuant to the Bidding Process.

Schedule A

BRIEF DESCRIPTION OF PROJECT

The Government of Andhra Pradesh (“**GoAP**”) had appointed Andhra Pradesh Airports Development Corporation Limited (“**APADCL**”) as the nodal agency for the implementation of the new greenfield airport at Bhogapuram, Andhra Pradesh (“**Airport**”) and has received the in-principle approval from the Government of India for the development of the Airport, and resolved to establish the Airport on a design, build, finance, operate and transfer (the “**DBFOT**”) basis.

The village of Bhogapuram is located in Northern Andhra Pradesh, approximately 40 (forty) kilometres (kms.) north of Visakhapatnam, the Executive State Capital of Andhra Pradesh.

With a coastline of 974 (nine hundred seventy-four) kms., Andhra Pradesh has the 2nd (second) longest coastline in the country. About, 1000 (one thousand) kms. of National Highway 16 (NH 16), runs parallel to the coast line. Andhra Pradesh is well connected through an extensive network of roads and railways. Further, Andhra Pradesh also ranks among the top Indian States in creating a conducive business environment. Industry, tourism and agriculture are the key focus areas of Visakhapatnam apart from education. Visakhapatnam is a cosmopolitan city and 60% (sixty percent) of air traffic of the state is through Visakhapatnam.

The Airport is being developed by GoAP under a public-private partnership (PPP) model in accordance with the Greenfield Airports Policy of the Ministry of Civil Aviation (MoCA).

Post competitive global bidding in 2019, GMR Airports Limited (“**GAL**”) was declared as the successful bidder. Accordingly, GAL incorporated a special purpose vehicle i.e., GMR Visakhapatnam International Airport Limited (“**GVIAL**”) for the construction, operation and maintenance of the Airport on a DBFOT basis and subsequently GVIAL and APADCL had executed the concession agreement dated June 12, 2020 (the “**Concession Agreement**”).

The concession period for the Airport is for 40 (forty) years with a possible extension of another 20 (twenty) years through a bid process. The Airport will be built under the DBFOT model and based on key parameters as identified in the Concession Agreement. The Airport will be known as the “Bhogapuram International Airport”.

As outlined above, the development phases have been identified based on the forecast traffic growth, level-of-service (LoS) and other criteria outlined in the CA. In the opening Phase 1, a facility of 6 (six) million passengers per annum (“**MPPA**”) will be developed as per the Concession Agreement and expanded incrementally based on the envisaged traffic demand:

- Phase 1 : 6 (six) MPPA
- Phase 2 : 12 (twelve) MPPA
- Phase 3 : 18 (eighteen) MPPA

- Phase 4 : 25 (twenty five) MPPA
- Phase 5 : 30 (thirty) MPPA

Figure e 1-1 below shows the approximate project boundaries and approaches. The site is spread over approximately 2203 (two thousand two hundred three) acres.

Figure 1-1

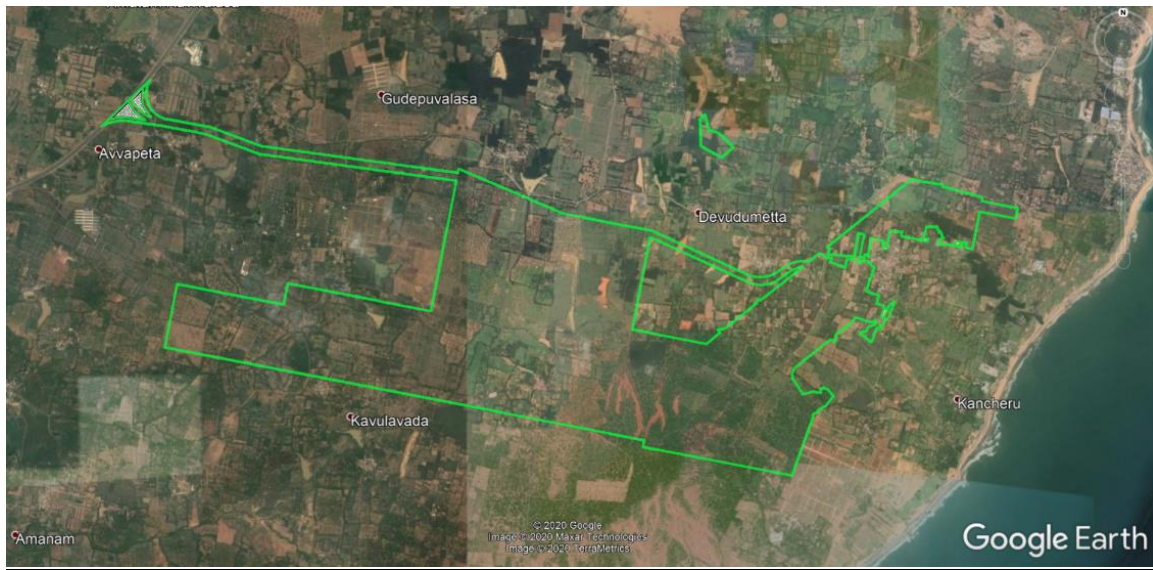
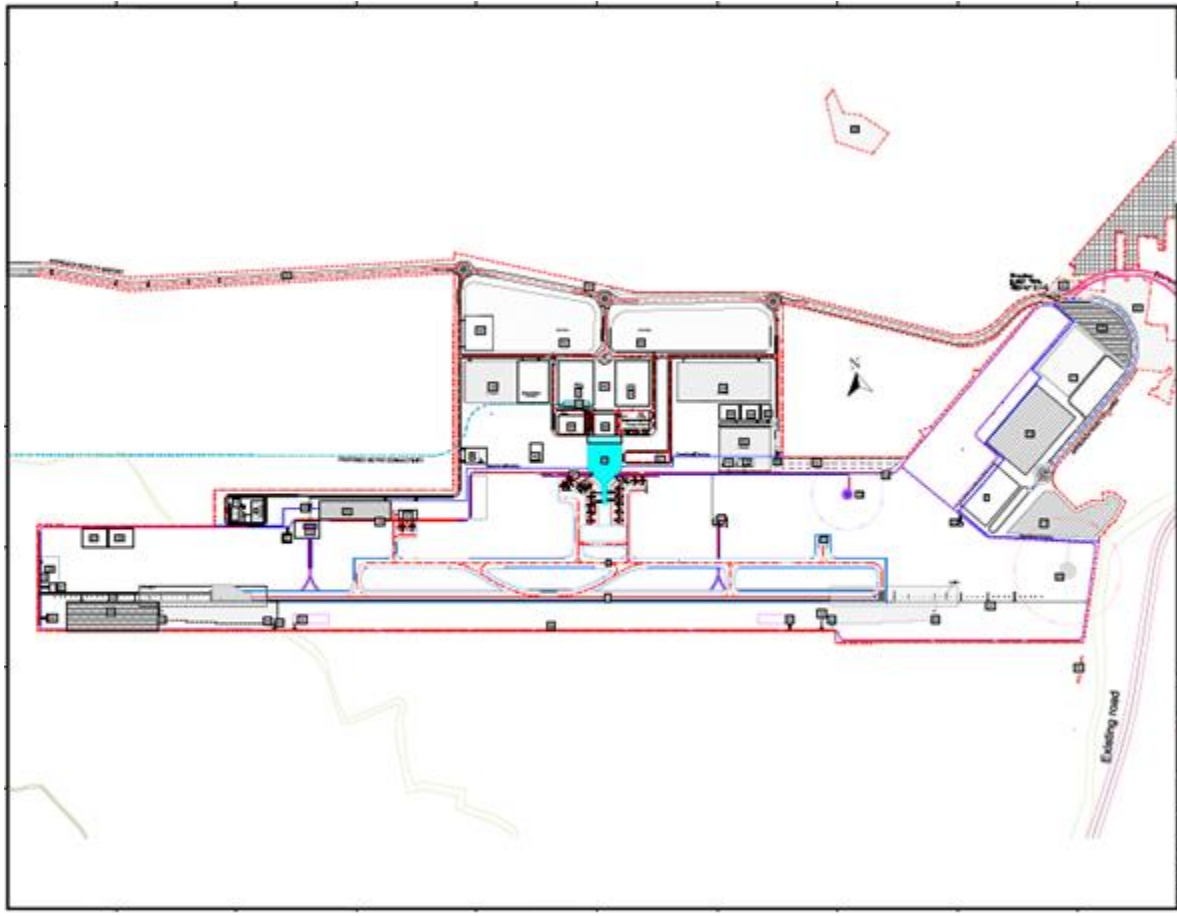


Figure 1-2 represents Phase-1 Master Plan. The Phase 1 Master Plan may subject to further changes.

Figure 1-2



The Project will involve construction of a greenfield airport and other supporting infrastructure with an annual capacity of around 6 (six) MMPA in the first Phase, to be upgraded subsequently to 12 (twelve) MMPA in second phase and 18 (eighteen) MMPA in third phase.

Schedule B**[On the letterhead of the Applicant]**

Date:

To,

Kind Attn: [●]

Sub: [●] Tender Notice No: _____**Acceptance of Terms of Invitation for Expression of Interest**

Dear Sir,

1. We, the undersigned, are duly authorized to represent and act on behalf of [*insert name of the Applicant*] (the “**Applicant**”), and having reviewed and fully understood all information provided in the Invitation for Expression of Interest for the Project dated [*insert*] (“**IEOI**”) issued by GMR Visakhapatnam International Airport Limited (“**GVIAL**”), 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 Project and we further confirm that we meet the eligibility criteria and the Qualification Criteria in accordance with the IEOI.
3. As required, we are enclosing our EOI, along with following:
 - (a) This cover letter;
 - (b) General information of the Applicant along with detailed profile of the Applicant setting out its expertise and capabilities;
 - (c) Required documents for demonstrating the satisfaction of Technical Qualification by the Applicant and/or its Affiliate and other supporting documents;
 - (d) Required documents for demonstrating the satisfaction of Financial Qualification of the Applicant and /or its Affiliate, Partner and other supporting documents;
 - (e) Notarized Power of Attorney for signing the EOI;
 - (f) Completely filled, signed, certified (as may be required) Schedules B, C, D, E, F, G, H, I, J and K attached to this IEOI;
 - (g) Completely filled, signed Form I, II, III and IV (along with all attachments) as required under this IEOI;

- (h) An undertaking in the format of Schedule I declaring that we are not disqualified under terms of IEOL and shall at all times during the completion of Project abide by the guidelines issued by BCAS and all the applicable laws including but not limited to various Labour Laws such as Contract Labour (Regulation and Abolition) Act, 1970 etc., Environment law including the Environment (Protection) Act, 1986, the Air (Prevention and Control of Pollution) Act, 1981, Construction and Demolition Waste Management Rules, 2016 etc; and
 - (i) All other documents and schedules as referred to in Clause 6 of the IEOL.
- 4. We shall make available to GVIAL any additional information it may find necessary or require to supplement or authenticate this EOL.
- 5. We hereby agree, undertake and declare as under:
 - (a) We have examined, and have no reservations, in respect of the IEOL, including any addendum, amendments or clarifications issued by GVIAL;
 - (b) Our EOL is, in all respects, in compliance with the requirements of the IEOL. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our EOL, we hereby represent and confirm that our EOL 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 EOL, we hereby agree and undertake to keep this EOL 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 development of the Project, *inter alia* as demonstrated in the enclosed supporting documentation in compliance with the IEOL;
 - (e) We declare that in the event GVIAL discovers anything contrary to the above declarations, it is empowered to forthwith disqualify us and our EOL 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 IEOL, we shall intimate GVIAL 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 IEOL;
 - (h) GVIAL 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 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 GVIAL to verify statements and information provided in this EOI, or with regard to our resources, experience, and competence; and

- (i) Any decision taken by GVIAL 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 understand that:

- (a) All information submitted under this EOI shall remain binding upon us; and
- (b) GVIAL may, in its sole, absolute and unfettered discretion, reject or accept any EOI, cancel and/or modify the Bidding Process and reject the EOI and/or Bids.

7. We acknowledge that GVIAL 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 this letter are 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 laws of the Republic of India, and that the courts at Vishakhapatnam, Andhra Pradesh, India shall have 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 Applicant : [●]

Signature of the Authorized Signatory : [●]

Name of the Authorized Signatory : [●]

Designation of the Authorized Signatory : [●]

Company rubber stamp : [●]

Date : [●]

Schedule C

General Information

S No.	Information/documents required	Applicant's Information
1.	Applicant's registered name, year of constitution and registered office address (same shall be applicable for RFP process if the applicant is qualified)	
2.	Certified true copy of applicant's constitutional documents such as, <ul style="list-style-type: none"> • Certificate of Incorporation (company registration document) • Articles of Association and Memorandum of Association/ partnership deed etc. as applicable • CIN number 	
3.	Details of applicant's authorized representative. (name, address, telephone numbers, fax numbers, e-mail address)	
4.	Board resolution and/or power of attorney in favour of authorized representative authorizing him/her to sign and submit the response to the IEOI	
5.	Details of Board of Directors	
6.	GST Registration Number and Certificate If Non-Indian company: Local Tax registration	
7.	PAN details	
8.	List of Bankers and/or Financial Institutions	
9.	CDR or SDR or S4A Declaration	
10.	Company corporate profile	
11.	Company website	
12.	Any other relevant information Applicant want to furnish (specify)	

Note:

- Please provide a certified true copy of the constitutional documents of the Applicant.
- Please provide board resolution and/or power of attorney in favor of authorized representative authorizing him/her to submit the response to the IEOI.
- GVIAL reserves the right to ask for any additional information and/or documents from the Applicants.

Schedule D

[On the letterhead of the Applicant /Affiliate]

TO WHOMSOEVER IT MAY CONCERN

SUMMARY OF QUALIFIED PROJECTS

We, hereby confirm and certify that the following project was undertaken by us:

Name of Project	Client	Year during which Project undertaken	Role of the Applicant / Affiliate	Status of Project (% of work done)	Contract Sum for the Project

We have categorized the aforesaid Project as Qualified Project (as defined under the Invitation for Expression of Interest for the Project dated [insert] issued by GMR Visakhapatnam International Airport Limited (“IEOI”)).

We further confirm that we have a successful track record of timely completion of projects.

Accordingly, the Applicant is meeting the Technical Qualification set forth in the IEOI.

Name of the Applicant : [●]

Signature of the Authorized Signatory : [●]

Name of the Authorized Signatory : [●]

Designation of the Authorized Signatory : [●]

Company rubber stamp : [●]

Date : [●]

*Ref Form II : [●]

Schedule E

[On the letterhead of Statutory Auditor of the Applicant]

TO WHOMSOEVER IT MAY CONCERN

We, in terms of the audited financial statements of _____, (the “**Applicant**”) and the details furnished to us, certify that the following project undertaken by the Applicant Party or _____ (its Affiliate) was having a value of _____.

Name of Project	Client	Year during which Project undertaken	Role of the Applicant / Affiliate	Status of Project	Compensation from the Project

We have no objection in furnishing this Certificate to GMR Visakhapatnam International Airport Limited.

For and on behalf of:

[Insert details of statutory auditor]

Date : [●]

Place : [●]

Schedule F

[On the letterhead of Statutory Auditor of the Applicant]

TO WHOMSOEVER IT MAY CONCERN

We, in terms of the audited financial statements of _____, (the “**Applicant**”) for the last 3 (three) years, certify to the best of our ability that the average annual turnover of last 3 (three) years with respect to construction works is _____.

By virtue of the aforesaid the Applicant is meeting the Financial Qualification set forth in the IEOI.

We have no objection in furnishing this Certificate to GMR Visakhapatnam International Airport Limited.

For and on behalf of

[Insert details of statutory auditor]

Date : [●]

Place : [●]

Schedule G

[On the letterhead of Bank of the Applicant]

TO WHOMSOEVER IT MAY CONCERN

We, hereby certify that _____, (the “**Applicant**”) has been maintaining bank accounts and facilities with our Bank and has liquid resources (cash and cash equivalent) of ____ and lines of credit for _____.

We have no objection in furnishing this Certificate to GMR Visakhapatnam International Airport Limited as a part of EOI.

For and on behalf of

[Insert details of Bank]

Date : [●]

Place : [●]

Schedule H

[On the letterhead of Statutory Auditor of the Applicant]

(If this doesn't apply, then please mention Schedule H – N.A.)

TO WHOMSOEVER IT MAY CONCERN

We, in terms of the audited financial statements of _____, (the “**Applicant**”) and the details furnished to us, certify that _____ is an Affiliate (as defined under the Invitation for Expression of Interest for the Project dated [*insert*] issued by GMR Visakhapatnam International Airport Limited (“**IEOI**”)) of the Applicant for the year ended on _____.

We have no objection in furnishing this Certificate to GMR Visakhapatnam International Airport Limited as a part of the EOI.

For and on behalf of

[*Insert details of statutory auditor*]

Date : [●]

Place : [●]

Schedule I

[On a stamp paper of appropriate value]

UNDERTAKING

We, hereby agree, undertake and declare as under:

- (a) We have not been barred by the Central and/or State Government, or any entity controlled by it, from participating in project of similar nature, and no bar subsists as on the date of the EOI;
- (b) We are eligible and / or satisfy the criteria for availing security clearance from the BCAS;
- (c) In the last 3 (three) years, we have neither failed to perform its obligations under any contract, nor have been expelled from any project or contract by any public entity or have had any contract terminated by any public entity for breach.

[In case there is any such event, the Applicant to state as under:

With respect to [contract details], terminated by [details of public entity] there is (a) no malfeasance on its part in relation to such cause or event; and (b) no willful default or patent breach of the material terms of the relevant contract; and (c) no fraud, deceit or misrepresentation in relation to such contract; and (d) no rescinding or abandoning of such contract];

- (d) We have not been black-listed and/or barred by GVIAL or any governmental authority in the past 5 (five) years from participating in any open and/or competitive bidding and/or tendering and/or other contracting processes conducted by GVIAL;
- (e) We have no pending litigation or proceedings, before any court or authority, in relation to bankruptcy, insolvency, liquidation, dissolution or winding-up; and have not been declared a sick company;
- (f) We (including our promoters, directors, partners, beneficial owners or senior management or Affiliates) are neither directly nor indirectly involved in any pending or previous litigation, dispute or breach of contract with GVIAL which would prejudicially impact the performance in relation to the definitive agreements that may be executed for the implementation of the Project;
- (g) We have not materially breached its obligations under any past and/or existing agreement(s) with GVIAL or any governmental authority; and
- (h) We undertake that we shall at all times, during the completion of Project, abide by the BCAS guidelines and all the applicable laws including but not limited to various Labour Laws such as Contract Labour (Regulation and Abolition) Act, 1970 etc., Environment Law such as the Air (Prevention and Control of Pollution) Act, 1981, Construction and Demolition Waste Management Rules, 2016 etc.

Name of the Applicant : [●]

Signature of the Authorized Signatory : [●]

Name of the Authorized Signatory : [●]

Designation of the Authorized Signatory : [●]

Company rubber stamp : [●]

Date : [●]

Schedule J

Format of Power of Attorney

Power of Attorney of Authorized Signatory of the Applicant

[On a stamp paper of appropriate value]

KNOW ALL MEN BY THESE PRESENTS, that [name of the Applicant], having its registered office at [please provide address] and acting through its [please insert designation], [please insert name], hereby, pursuant to its board resolution dated [●], authorise and appoint:

[Name of Authorised Signatory]

[Address]

with the full power of substitution, and as its agent and attorney-in-fact and confer upon such agent and attorney-in-fact, all the powers and authority in the name and on behalf of [name of the Applicant], to do the following acts:

- (i) To finalise, execute and deliver the EOI and any documents, certificates and details on behalf of [name of the Applicant] with GMR Visakhapatnam International Airport Limited in response to the IEOI dated [●], issued by GMR Visakhapatnam International Airport Limited for engineering, procurement and construction of the Works at the new greenfield airport at Bhogapuram, Andhra Pradesh.
- (ii) To make corrections, alterations, execute and sign any documents/certificates and to enter into discussions and negotiations with GMR Visakhapatnam International Airport Limited, make alterations to any documents, certificates and make commitments and undertakings for the selection of [name of the Application] as the Contractor in response to the IEOI dated [●], issued by GMR Visakhapatnam International Airport Limited for the Scope of Works.
- (iii) To undertake all such other actions as may be required in furtherance of (i) and (ii) above.

Defined terms used herein shall have the meaning ascribed to them in the IEOI dated [●].

IN WITNESS WHEREOF, I have here unto set my hands, on this [please insert day] day of [●].

By: _____

Name: [●]

Designation: [●]

Address: [●]

Notary Public

Enclosed: Certified Copy of Extract of Board Resolution dated [●].

Note:

1. In case of delegation of powers to an authorised signatory by a power of attorney holder, the text of the first paragraph may be suitably amended. In such case, the extract of Board Resolution shall be in respect of such power of attorney holder who is delegating the powers to an authorised signatory.
2. The Applicant(s) are advised to get any amendment approved by GVIAL before execution of this power of attorney.
3. 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.
4. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.
5. 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.

Form I

Financial Eligibility Criteria (Please refer to Clause 4.7 of the IEOI)

Financial Information in INR	Historical Information for previous 3 (three) Financial Years				
	Year	FY 2019-20	FY 2020-21	FY 21-22	Average Annual Turnover
Information from Balance sheet					
Average Annual Construction Turnover					
Total Assets					
Total Liabilities					
Net Worth					
Liquid Resources					
Current Liabilities					
Information from Income Statement					
Total Revenue					
Profit After Taxes					

Note:

- Please attach audited financial accounts (balance sheet and income statement) of the Applicant (and Affiliates, if applicable) for the last 3 (three) Financial Years.
- Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- Contents of this Form I should be certified by the Statutory Auditor of the Applicant / practicing Chartered Accountant.
- No resolution plan is being initiated or implemented under the Prudential Framework for Resolution of Stressed Assets issued by RBI on June 7, 2019 bearing reference number RBI/2018-19/203 DBR.No.BP.BC.45/21.04.048/2018-19, as amended and/or replaced from time to time, in last 3 (three) Financial Years, preceding the Submission Date. The Self-declaration in this regard shall be submitted by the Applicant duly certified by the statutory auditor of the Applicant or practicing chartered accountant.

Form II

Experience Statement

Technical Eligibility Criteria (Please refer to Clause 4.8 of the IEOI)

1. Construction of International Passenger Terminal Building

Satisfactorily Completed construction at least 1 (one) International Passenger Terminal Building with construction value of more than INR 600,00,00,000 (Indian Rupees Six Hundred Crores) in last 15 (fifteen) years calculated from last date of response to the IEOI (the “**Submission Date**”).

Scope	Project 1
Name of the Airport, and Location	
Description of scope of design and engineering package	
Airport Owner, Name, Address, Representative and Contact Number and Email id	
Start Date and Date of completion	
Final Value of Applicant’s overall Scope of Works (INR)	
Reference certificate (issued by client) Page No. in the response to IEOI	
Break up of Works (but not limited to;) <ul style="list-style-type: none"> • Terminal Area in Sqm • Building Type, Major Quantity of RCC, Structural steel works • Total Floor area • No of Toilets Blocks • Roof Type and Area • Façade and Ceiling Types and Area • Any USGBC or IGBC rating if yes provide details • Details of Elevators, Escalators and Travellators (Make, model, Types) • Scope of Electrical Works (HT, LT Works) • Scope of Mechanical Works (Chiller capacity, No. of AHUs , PHE, Firefighting etc.) • STP & WTP capacity 	
<ul style="list-style-type: none"> • Details of PBBs (Nos, Type, Make etc.) 	

<ul style="list-style-type: none"> • Details of VDGS (Nos, Type, Make etc.) • Details of In-line Baggage Handling System capacity in Bags / Hour (Make, type of system) • Hold Baggage Screening system (No of Screening Machines and Type incl departing bag, Customs etc.) • Matrix System for inline Baggage System • No of Hand Baggage screening system, ATRS system • Number of Staff Screening System • Details of Custom Screening System 	
--	--

2. Construction of Airfield Infrastructure

Satisfactorily Completed construction of Airfield Infrastructure for an international airport with construction value of more than INR 100,00,00,000 (Indian Rupees One Hundred Crores) in the last 15 (fifteen) years calculated from the Submission Date.

Scope	Project 1
Name of the Airport, Location	
Description of scope of design and engineering package	
Airport Owner, Name, Address, Representative and Contact Number and Email id	
Start Date and Date of completion	

Scope	Project 1
Final Value of Applicant's overall Scope of Works (INR)	
Reference certificate (issued by client) Page No. in the response to IEOI	
Total Airfield Area in Sqm Break up of Scope (such as, but not limited) <ul style="list-style-type: none"> • Details of Runway pavement type and scope of Works • Details of AGL System • Particulars of Fuel Hydrant System • Particulars of Apron Type and Area • Details of Taxiways and Taxi lanes 	

3 Construction of City Side Infrastructure

Satisfactorily Completed construction of all City Side Infrastructure for an international airport with construction value of more than INR 100,00,00,000 (Indian Rupees One Hundred Crores) in last 15 (fifteen) years calculated from last date of response to the IEOI (the “**Submission Date**”).

Scope	Project 1
Name of the Airport, Location	
Description of scope of design and engineering package	
Airport Owner, Name, Address, Representative and Contact Number and Email id	
Start Date and Date of completion	
Final Value of Applicant’s overall Scope of Works (INR)	
Reference certificate (issued by client) Page No. in the response to IEOI	

Scope	Project 1
<p>Break up of City side scope of Works (such as, but not limited)</p> <ul style="list-style-type: none"> • Total City side Area Car Park capacity, area and other particulars • Bus bays/ Taxi Lanes • Details of Elevated road, approach road • Details of Forecourt area / Airport village 	

Note:

The Applicants may add additional data for each of section for more clarity on the scope of works performed under each Eligible Projects.

Form III

Litigation History of the Applicant (Please refer to Clause 4.11 of the IEOI)

1. Litigations or arbitrations in respect of any EPC contracts executed or in progress in the past 5 (five) years or any claims made on any bank guarantees or corporate guarantee provided by the Applicant.

Name of the Counterparty	Main Claims, Counterclaims amounts thereof	Court / arbitration tribunal and rules (where relevant)	If any, the amount awarded to the Applicant/Counterparty OR Whether the dispute was settled.

2. Litigations or arbitrations against any company of the GMR Group.

Name of the Counterparty	Main Claims, Counterclaims amounts thereof	Court / arbitration tribunal and rules (where relevant)	If any, the amount awarded to the Applicant/Counterparty OR Whether the dispute was settled.

3. Pending investigations or proceedings in respect of any money-laundering, corruption or anti- bribery laws.

Name of the Counterparty	Main Claims, Counterclaims amounts thereof	Court / arbitration tribunal and rules (where relevant)	If any, the amount awarded to the Applicant/Counterparty OR Whether the dispute was settled.

Note:

- Applicant to provide confirmation that there are no pending investigations or proceedings in respect of any money-laundering, corruption or anti-bribery laws.
- Applicant to provide confirmation that, in the past 5 (five) years, there have been no investigations or proceedings in respect of any money-laundering, corruption or anti-bribery law.
- Applicant to provide confirmation that it has not been blacklisted by any entity in India or abroad.

- GVIAL reserves the right to prequalify or to reject the EOI of the Applicants based on GVIAL's assessment of the information provided.

Form IV

List of On Going Projects (Please refer to Clause 4.19 of the IEOI)

List of all on going / work in progress project details of the applicant.

Sl. No.	Name of the Project and location	Description of scope of work/ project	Area and major Qty of works	Owner, Name, Address, Representative and Contact Number and Email id	Start Date	Scheduled Completion date	Contract value (currency)	Current [physical progress %]	Remarks

Schedule K

Format of the Confidentiality Undertaking

This Confidentiality Undertaking (hereinafter referred to as the “**Undertaking**”) is executed on _____ (hereinafter referred to as the “**Effective Date**”) at _____, by _____, a company incorporated under the laws of _____, with its registered office located at _____, registered with the Companies’ Register of _____, (hereinafter also referred to as the “**Recipient**”).

PREAMBLE

GMR Visakhapatnam International Airport Limited (“**GVIAL**”) possesses Confidential Information (*defined hereinafter*) and shall provide to the Recipient certain Confidential Information in their contemplated cooperation pertaining to the construction of the new greenfield airport at Bhogapuram, Andhra Pradesh (hereinafter referred to as the “**Project**”) for the Permitted Purpose (*defined hereinafter*);

The Recipient, in consideration of receipt of the said Confidential Information, agrees and undertakes to keep GVIAL’s Confidential Information as strictly confidential in accordance with the terms and conditions set forth in this Undertaking.

1. Confidential Information and Permitted Purpose

As used in this Undertaking, the term confidential information (hereinafter referred to as the “**Confidential Information**”) shall mean and include all information, manuals, policies, flow charts, business plan, know-how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, financial lay-out, business projections, passenger profile, technical or commercial information, information concerning any legal proceedings, design documents, drawings, diagrams, geographical data, assessment reports, research data, processes, procedures and guidelines and data in connection with the Project or otherwise whether in writing or orally and including, without limitation to, any written or printed documents, samples, models or any means of disclosing of such Confidential Information that GVIAL (including its representatives, group companies, associates or advisors) may elect to use during the term of this Undertaking including any written or electronic information already furnished or that shall be disclosed from GVIAL (including its representatives, group companies, associates or advisors) to the Recipient for the Permitted Purpose (*defined hereinafter*) only.

Confidential Information also includes the substance of any negotiations or communications relating to the Permitted Purpose, the existence or status of such negotiations or communications or other facts pertaining to the Permitted Purpose. Confidential Information may also include information disclosed by GVIAL through authorized third parties.

The Recipient understands and acknowledges that the Confidential Information is being provided by GVIAL without any representation, warranty or guarantee, express or implied, as to the accuracy or completeness of the Confidential Information. GVIAL shall assume no responsibility, obligation nor liability in this regard to the Recipient relating to or resulting from the use of the Confidential Information or any errors or omissions therefrom.

For the purposes of this Undertaking, “**Permitted Purpose**” means limited purposes of downloading the invitation for expression of interest dated May 12, 2022, bearing reference number GVIAL/PRJ/EPC-1, published by GVIAL as uploaded on the e-portal and for preparation and submission of the expression of interest, bids (for the RFP), tenders, proposals and/or any other documents in connection with the bidding process with respect to the Project (hereinafter referred to as “**Permitted Purpose**”) and for no other purpose. The Recipient shall not use Confidential Information for any purpose other than the Permitted Purpose.

2. Disclosure of Confidential Information

The Recipient hereby agrees and undertakes from the date Confidential Information is disclosed to it, any such Confidential Information received from GVIAL shall:

- (a) be protected and kept in strict confidence by the Recipient itself which must use the same degree of precaution that it uses to protect its own confidential information;
- (b) be only disclosed by the Recipient to its authorised representatives on a need-to-know basis strictly related to the Project and that no third party gains access to such Confidential Information without GVIAL’s prior authorisation in writing, provide that such authorised representatives or third parties being bound by confidentiality obligations equivalent to those under this Undertaking;
- (c) not be used in whole or in part for any purpose other than the Permitted Purpose without GVIAL’s prior written authorisation;
- (d) neither be copied nor otherwise reproduced and/or duplicated in whole or in part without GVIAL’s prior written authorisation for any purpose other than the one stated herein; and
- (e) immediately notify GVIAL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information.

3. Excluded Information

The Confidential Information shall not include information that:

- (a) is or becomes publicly available other than as a result of acts or omissions by the Recipient in breach of this Undertaking;
- (b) is in the Recipient’s possession prior to its disclosure by GVIAL (other than as a result of a prior disclosure to the Recipient by or on behalf of GVIAL) provided that the source of such information, insofar as it is known to the Recipient, was not prohibited from transmitting such information to the Recipient itself by a contractual, legal, fiduciary or other obligation;
- (c) has been lawfully disclosed to the Recipient by a third party on a non-proprietary basis without restrictions or breach of this Undertaking provided further that the source of such information, insofar as it is known to the Recipient itself, was not prohibited from transmitting such information to the Recipient by a contractual, legal, fiduciary or other obligation;
- (d) is independently developed in good faith by an employee or employees of the Recipient who did not have access to the Confidential Information; and
- (e) has been approved for release by prior written consent of GVIAL.

4. Permitted Disclosure

Nothing in this Undertaking shall prevent the Recipient from disclosing Confidential Information to the extent required by law, subpoena and regulation, provided that the Recipient disclosing such Confidential Information shall inform the GVIAL in writing prior making such disclosure.

5. Indemnification and Remedies

The Recipient agrees and acknowledges that any unauthorized disclosure of the Confidential Information shall constitute a breach of the obligations under this Undertaking and may cause irreparable damages to GVIAL.

The Recipient further agrees and undertakes to implement a control of information system fully ensuring that no disclosure of the Confidential Information shall be made, either directly or indirectly, by the Recipient itself to any third party.

The Recipient acknowledges that remedies at law may be inadequate to protect GVIAL against, and that damages would not be adequate compensation for, a breach of this Undertaking. In the event of a breach of this Undertaking by the Recipient, the Recipient hereby in advance agrees and consents to the granting of an injunction (whether interlocutory, specific performance or otherwise) against it to prevent disclosure or use by it of the Confidential Information.

6. Ownership and Return of Confidential Information

The Confidential Information is the property of GVIAL and/or its associates and GVIAL retains all rights, titles and interest to the Confidential Information to which it has a legal title and ownership.

Promptly, upon written request of GVIAL, the Recipient shall return to GVIAL or destroy (and provide a written statement from a senior executive officer confirming that, to the best of his information, knowledge and belief, having made all proper enquiries, the Confidential Information has been destroyed) all copies of the Confidential Information, within 7 (seven) days of such request. Furthermore, in such case, the Recipient also undertakes not to retain any copies, extracts or other reproductions in whole or in part of such material including all notes, studies, reports, memoranda and other documents, whether in hard copy or electronic version, prepared by the Recipient itself that contain Confidential Information.

7. Rights on Confidential Information

It is expressly agreed and understood by the Recipient that the disclosure and provision of Confidential Information under this Undertaking by GVIAL to the Recipient shall not be construed as granting to the Recipient under the laws of any country any rights whether expressed or implied by license or otherwise on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secret rights, patentable or not. The ownership of all Confidential Information shall rest with GVIAL.

8. Duration, Termination and Surviving Provisions

This Undertaking shall expire after 3 (three) years from the Effective Date.

9. Definitive Commitment

GVIAL and the Recipient acknowledge and agree that no contract or agreement with respect to or in connection with the Permitted Purpose shall be deemed to exist unless and until GVIAL and the Recipient execute and deliver a final definitive agreement relating thereto (the “**Definitive Commitment**”). GVIAL and the Recipient further agree that unless and until GVIAL and the Recipient shall have executed and delivered a Definitive Commitment, neither GVIAL nor the Recipient shall be under any legal obligation of any kind whatsoever except for the matters specifically agreed to in this Undertaking. GVIAL 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.

10. Governing Law and Jurisdiction

The interpretation construction and effect of this Undertaking shall be governed and construed in all respects in accordance with laws of the Republic of India and shall be subject to the jurisdiction of competent Courts at Vishakhapatnam, Andhra Pradesh, to the exclusion of other Courts.

11. Miscellaneous

Amendments

Any changes or amendments to this Undertaking must be mutually agreed in writing by the Recipient and GVIAL in an appendix to this Undertaking. Such changes or amendments also include changes to or expansion of the purpose of this Undertaking as set out in the Preamble.

No Assignment

The Recipient shall not assign this Undertaking (or any part hereof) without the prior written consent of GVIAL. Any assignment without such consent shall be void and is a material breach of this Undertaking. Subject to the foregoing, this Undertaking shall be binding upon the Recipient and its respective successors and assigns.

Severability

If the competent Courts declare any provision or part of this Undertaking invalid, the other provisions or parts hereof shall not be affected or impaired. In the event any provision or part of this Undertaking are declared invalid, the Recipient and GVIAL shall agree to the fullest extent allowed by law on a substitute provision that more closely represents the intention and commercial bargain contained in the invalid provision(s) and amend this Undertaking accordingly.

No waiver

The failure of GVIAL to enforce any right resulting from the breach of any provision of this Undertaking by the Recipient shall not be deemed as a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

No 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 Permitted Purpose and any matter connected thereto. This provision shall survive the termination of this Undertaking.

Notices

Any communication in connection with this Undertaking by the Recipient to GVIAL must be in writing and be delivered personally, or by registered mail or e-mail to the address set out below:

Attention of: The Tender Officer

Designation: Procurement & Contracts Department, GMR Visakhapatnam International Airport Limited

Address: GMR VISAKHAPATNAM INTERNATIONAL AIRPORT LIMITED, No. 10-1-43, Flat No. 202, Second Floor, Siripuram Fort, Siripuram, Visakhapatnam – 530 003, Andhra Pradesh, India

E-mail Address: tender.gvial@gmrgroup.in

READ AND ACCEPTED BY

Signed for and on behalf of _____:

Signature:

Name, Title

Signature:

Name, Title