

Delhi International Airport Limited



TENDER NOTICE

**In-Flight Catering Facilities (Package II - Greenfield Facilities)
at IGI Airport, Delhi**

February 28, 2025

Eligibility Criteria & Other Details for RFP Procurement

Package II – Greenfield Facilities

Interested Party meeting the Eligibility Criteria can send their request, along with supporting documents as mentioned below, to DIAL at **DIAL.IFKBID@gmrgroup.in** for participating in the bid process for undertaking the Concession.

The Concession shall be on DBFMOT model wherein, the Concessionaire shall be required to design, build, finance, manage and operate the In-Flight Catering Facilities, provide services therefrom and transfer the In-Flight Catering Facilities, in accordance with the terms and conditions of the Concession Agreement.

In-Flight Catering Facilities shall collectively mean:

- a. Facility A - In-flight catering facility on the land admeasuring 14,500 m² at the IGI Airport; and
- b. Facility B - In-flight catering facility on the land admeasuring 8,800 m² at the IGI Airport.

Other details about the In-Flight Catering Facilities and the Concession will be provided in the RFP.

1. Eligibility Criteria

A. Basic Eligibility Criteria

1. The Bidder is a body corporate validly incorporated and existing under the Applicable Laws;
2. The Bidder has the requisite corporate power and authority and is permitted under its constitutional documents to perform its obligations towards undertaking the Concession, if the Bidder is selected as the Selected Bidder and issued the Letter of Intent to Award;
3. The Bidder has had its financial statements audited by a statutory auditor within the regular time permitted under the Applicable Laws, for 2 (two) preceding financial prior to March 31, 2024;
4. There are no dues/ payments pending to be made to DIAL by the Bidder in relation to invoices raised under or pursuant to any existing or prior contracts between DIAL and the Bidder as on the date of the issuance of this RFP;
5. There is no pending, active, or previous dispute (between DIAL with the Bidder and/or Bidder's Affiliates);
6. The Bidder has not been debarred by DIAL;
7. The Bidder or its Affiliate shall not be an Affiliate or related party of any airline operator; and
8. The Bidder or its Affiliate shall not be an existing contract holder for any in-flight catering services/facilities at the Airport / Airport site.

For the purpose of this Tender Notice and RFP:

- A. **“Affiliate”** shall mean with respect to any Entity which (a) Controls such Entity, (b) is Controlled by such Entity, or (c) is Controlled by the same person who, Controls such Entity.
- B. **“Control”** shall mean: (i) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person acting individually, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner; or (ii) to have the direct and / or indirect shareholding (cumulative) of more than 50% (Fifty percent) in the issued and paid-up share capital whether itself and/ or through one or more subsidiaries. The terms “Controls” and “Controlled by” shall be construed accordingly.

B. Specific Eligibility Criteria

B.1. Technical Eligibility Criteria – The Bidder as an in-flight caterer shall satisfy the following technical criteria:

- i. Presence in at least 3 airports;
- ii. Catered and supplied average 10,000 meals/day, in aggregate, in these 3 airports, for two (2) consecutive financial years in last five (5) financial years ending on March 31, 2024; and

The Bidder may demonstrate its technical experience on its own or engage with a technical agency for the same. The Bidder shall in that case, along with its Proposal, submit a binding memorandum of understanding / agreement with the technical agency mentioning the broad terms of engagement exclusively for participation in this bid process. In such case, the technical agency shall retain its status for a minimum period of 3 (three) years from the Effective Date. In the event, the technical agency is engaged to demonstrate technical experience, the said technical agency shall also satisfy the Basic Eligibility Criteria.

B.2. Financial Eligibility Criteria - The Bidder shall (on its own) satisfy the following financial criteria:

- i. Has a minimum turnover of INR 100 Crore (Rupees One Hundred Crores) per year in two (2) out of last five (5) financial years i.e. FY19-20, FY20-21, FY21-22, FY22-23 and FY23-24; and
- ii. Has a positive Net Worth as on 31st March 2024.

For this purpose, **“Net Worth”** shall mean the aggregate value of the subscribed and paid-up equity share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, the aggregate value of goodwill, brand and any other intangible asset], deferred expenditure and miscellaneous expenditure not written-off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation and reserves not available for distribution to equity shareholders.

In the event, the Interested Party(ies) fails to establish the Eligibility Criteria, the RFP document shall not be provided by DIAL to such Interested Party(ies).

Notwithstanding the documents as required in paragraphs 1. A and 1. B above, it is clarified that DIAL reserves its right to seek any further documents before providing the RFP document to the Interested Party. The Bidder shall have to satisfy their eligibility for Basic Eligibility Criteria and Specific Eligibility Criteria as provided in the RFP document and provide such documents (including but not limited to qualification document) in support of their qualification, as may be required and specified in the RFP document.

- C. For procurement of the RFP document, the Interested Party who satisfies the above Basic Eligibility Criteria and Specific Eligibility Criteria shall provide a certificate from practicing Chartered Accountant.

2. Structure of the Bidder

The Bidder may either be a single entity or consortium consisting of maximum 2 (two) consortium members, in the manner specified in the RFP. In the case of Consortium, special purpose vehicle shall be incorporated by the consortium members for undertaking the Concession. The Lead Member shall satisfy the Financial Eligibility Criteria by itself whereas the other member may, either itself or through a technical agency, satisfy the Technical Eligibility Criteria. The Basic Eligibility Criteria has to be satisfied by all the consortium members and the technical agency, if applicable.

3. The Bidder shall submit the Bid Security, along with the proposal, amounting to INR 2,00,00,000/- (Indian Rupees Two Crores only) in the form of bank guarantee from Indian Schedule Bank located at New Delhi. For other commercial terms, RFP document to be referred.
4. The Interested Party meeting the Eligibility Criteria is required to submit an application with DIAL in the prescribed format (*RFP Application Form attached as Annexure-1*) along with a payment of non-refundable amount of INR 5,00,000/- (Indian Rupees Five Lakhs only) along with the applicable taxes (“**Bid Processing Fee**”), by way of online payment vide NEFT mode as per following details:

Account Name: Delhi International Airport Ltd.

Account Number: 006505002685

Type of Account: Current account

Name of Bank: ICICI Bank Ltd

Address of Branch: ICICI Bank Ltd, C-17, Local Shopping Complex, Paschimi Marg, Vasant Vihar, New Delhi-110057

MICR of Branch: 110229008

IFSC Code of Branch: ICIC0000065

5. Upon payment of the Bid Processing Fee, the Interested Party shall submit the following documents to DIAL at the email id DIAL.IFKBID@gmrgroup.in with a copy to PuskarNath.Thakur@gmrgroup.in.
 - A.1. Scanned copy of the duly filled, signed and stamped RFP Application Form (**as per attached Annexure- 1**) by the authorized signatory of the Interested Party;
 - A.2. Scanned copy of the duly signed and stamped Confidentiality Undertaking (**as per attached Annexure- 2**) by the authorized signatory of the Interested Party;
 - A.3 Proof of payment of Bid Processing Fee.
 - A.4 For procurement of the RFP document, the Interested Party who satisfies the above Basic Eligibility Criteria and Specific Eligibility Criteria shall provide a certificate from practicing Chartered Accountant .

The detailed Bid Process Schedule, requirements for the Proposal and the Concession are provided in the RFP document.

6. DIAL either, through itself or through its representative, will share the RFP, Concession Agreement, and other necessary documents, upon receipt of the Bid Processing Fee and the documents mentioned above.
7. The Interested Party(ies) upon submission of the Proposal will be subject to the Bidding Process as provided in the RFP document. DIAL has the absolute rights and sole discretion to select the Selected Bidder as per its requirements and in accordance with the terms of the RFP document.
8. DIAL, its directors, representatives, employees shall not be liable in any manner whatsoever, if any Interested Party who has paid the Bid Processing Fee is not evaluated or is disqualified or is found non-responsive, in accordance with terms and conditions contained herein.
9. DIAL reserves the right to (i) amend this Tender Notice as per its sole discretion; (ii) not release or furnish the RFP document to any Interested Party(ies) or withdraw RFP, without assigning any reasoning whatsoever, at any time.

Last date to submit the supporting documents as mentioned in this Notice, is March 07, 2026 – 1800 Hrs. For any queries related to the RFP, please email at DIAL.IFKBID@gmrgroup.in with a copy to PuskarNath.Thakur@gmrgroup.in.

(Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the RFP.)

ANNEXURE - 1

RFP Application Form

[On the letterhead of the Interested Party]

To

Chief Commercial Officer- Commercial Aero

Delhi International Airport Limited

New Udaan Bhawan

Opposite Terminal 3

Indira Gandhi International Airport

New Delhi - 110 037

India

SUBJECT: Application for Request for Proposal (“RFP”) for the In-Flight Catering Facilities (Package II – Greenfield Facilities) at IGI Airport, New Delhi

Dear Sir,

1. With reference to your Tender Notice dated February 28, 2025, we hereby submit our application for procurement of the RFP and related documents for undertaking the Concession for Package II – Greenfield Facilities.
2. We certify that the following information is true, correct and accurate:

S. No.	Particulars	Details
1	Name of Company / Entity	
2	Nature of business	
3	Country of incorporation	
4	Corporate identification number or such corresponding number provided by the government authorities in its jurisdiction of incorporation	
5	Address of the registered office and corporate headquarters / office, along with telephone and fax numbers	
6	Communication address along with telephone and fax numbers	
7.	Name, designation, contact no. and Email id of the Authorized Signatory	

3. We confirm that we are procuring the RFP document for the sole purpose of our participation under the Bid Process.
4. We undertake not to share this RFP document or any of the contents of this RFP document with any third party.
5. We understand and undertake that:
 - (a) Only by making the payment of the Bid Processing Fee, we are not considered as Selected Bidder and no right of whatsoever nature shall accrue to us.
 - (b) We are subject to the selection process as provided in the RFP document upon submission of our proposal as per the terms of the RFP.
 - (c) The Bid Processing Fee is exclusive of applicable taxes and is non-refundable and DIAL shall not be liable for refund of the same in any manner whatsoever.
 - (d) DIAL has the absolute rights and discretion to select the Selected Bidder as per its requirements and in accordance with the terms of the RFP.
 - (e) DIAL shall have the right to invoke/ forfeit the Bid Security, in the event any discrepancy is discovered between the information provided along with the RFP Application Form and the information and documents submitted along with the Proposal; or if any information as submitted by the Interested Party / Bidder is found incorrect.
6. We certify that we have not been barred / blacklisted by DIAL or AAI or by Central / State Government, or any entity controlled by the Central / State Government or any Government authority, from participating in any project, and further confirm that no such bar subsists as on the date of submission of this application.

Yours faithfully,

(Signature of Authorized signatory of the Interested Party)

Name of Authorized signatory of the Interested Party:

Designation of Authorized signatory:

Date:

Place:

Name of the Interested Party:

Seal / stamp of the Interested Party:

ANNEXURE – 2

CONFIDENTIALITY UNDERTAKING *(To be executed on stamp paper of Rs. 100/-)*

Date:

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

Kind Attention: **Chief Commercial Officer, Aero- Commercial**

Subject: Confidentiality Undertaking

Ref: Application for Request for Proposal for the In-Flight Catering Facilities (Package II – Greenfield Facilities) at IGI Airport, New Delhi

The undersigned, (“**Applicant**” or “**Recipient**”) hereby undertakes and agrees as follows:

1. “**Confidential Information**” The term “Confidential Information” shall mean and include, without limitation, the documents namely the Tender Notice dated February 28, 2025, RFP Application Form, details regarding Bid Processing Fee, the RFP and everything contained therein, all documentation, data, particulars of the works, Concession and technical or commercial information made by (or on behalf of) DIAL or obtained directly or indirectly from DIAL or its representatives by the Recipient or which is generated by the Recipient or any information or data that the Recipient receives or has access to, as a result of the RFP or in relation to the RFP, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, current and anticipated customer requirements, price lists, market studies, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, business plans, financial projections, historical and projected revenue shares, capital spending budgets and plans, current or prospective financing sources, and any confidential information memorandum, draft of transaction document or other documents and materials and / or information relating to DIAL (howsoever such information is documented) or, any information of whatsoever nature related to the Concession, as being confidential information of DIAL. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the Recipient which contain, reflect or are based, in whole or in part, on the Confidential Information.

Provided however, that such term does not include any information which is now, or hereafter becomes available to the public, but not for the reason or as a consequence of the breach, default, failure to act by or on behalf of the Recipient or its employees, officers, directors, whether existing or erstwhile. Provided that the Recipient shall not disclose any Confidential Information without the prior written approval from DIAL. DIAL shall have the right to refuse to give such approval in its sole discretion.

The Recipient shall use Confidential Information solely for the purpose of analysing the scope of works and for submitting its Proposal in response to the RFP (hereinafter referred to as “**Authorized Purpose**”) and for no other purpose.

2. With respect to all Confidential Information, the Applicant shall:
 - (a) maintain the secrecy and confidentiality of all such information in good faith to protect confidential information of third parties delivered to the Applicant;
 - (b) not disclose any such information directly or indirectly, by any means, to any person or entity, except to its directors and other personnel engaged in the management or providing assistance to the Applicant, to its professional advisors and bankers and who need to know such information to perform their responsibilities, on the undertaking that such professional advisors or bankers keep such information confidential;
 - (c) not file any application seeking any rights, proprietary or otherwise in respect of any such information; and
 - (d) not use any such information for any purpose other than Authorized Purpose.
3. The Applicant undertakes that it shall not at any time whatsoever:
 - (a) disclose, in whole or in part, any Confidential Information received directly or indirectly from DIAL or its respective employees, officers, directors, advisors or agents to any third party; and
 - (b) reproduce, publish, transmit, translate, modify, compile or otherwise transfer Confidential Information.

For the avoidance of doubt, it is hereby clarified that all Affiliate(s) of the Applicant and all directors, officers, employees, agents and representatives of the Applicant or its Affiliate(s) shall be included within the definition of the term “Recipient or Applicant” for purposes of this undertaking and shall be bound by the terms and conditions of this undertaking. The Applicant shall be responsible for any breach of this undertaking by any of its Affiliate(s) and any directors, officers, employees, agents and representatives of the Applicant or its Affiliates.

4. The Applicant shall ensure that its employees, directors and agents who may receive such information, comply with the obligations in this Confidentiality Undertaking.

5. The Applicant shall execute a separate confidentiality undertaking as per the terms and conditions contained in the RFP document.
6. The Applicant shall be liable for damages to DIAL as a result of any disclosure or misuse of Confidential Information by the Applicant.
7. The Applicant also agree to indemnify DIAL against any and all losses, damages, claims, or expenses incurred or suffered or likely to be incurred or suffered by DIAL, arising from, in connection with or as a result of the Applicant's breach of this Confidentiality Undertaking.
8. The Applicant understands and acknowledges that all Confidential Information shall remain the exclusive property of DIAL, and no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the Applicant hereby or by its delivery to the Applicant hereunder.
9. The Applicant understands and acknowledges that Confidential Information is being provided on "as is" basis and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. In no event shall DIAL or its Affiliates or any of their respective directors, officers, employees, agents or representatives have any liability to other party relating to or arising out of any use of the Confidential Information in accordance with this undertaking.
10. The Applicant understands and acknowledges that any breach of this Confidentiality Undertaking, would cause DIAL irreparable harm, the amount of which may be difficult to ascertain. The Applicant, therefore, agrees that DIAL shall have the right in addition to indemnity, to apply to a court of competent jurisdiction for injunctive relief or specific performance (as appropriate), including an order restraining any such further disclosure, and for such other relief as DIAL shall deem appropriate. Such right of DIAL shall be in addition to the remedies otherwise available to it by law or equity, including the right to claim appropriate damages.
11. In case the Proposal of the Applicant is not accepted or the Applicant is not declared the Selected Bidder, then the Applicant shall immediately on rejection of its bid or upon being notified that its Proposal has been rejected or upon the declaration of the Selected Bidder or upon being informed that it is not the Selected Bidder, as the case may be, the Applicant, shall immediately and forthwith:
 - (a) destroy all copies of Confidential Information in its possession, power or control, which are present in any form including but not limited to on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
 - (b) Within 7 (seven) days of compliance of Clause 11 (a), certify to DIAL, in writing, that it has duly destroyed such Confidential Information.

12. The Applicant confirms that in the event DIAL proposes to provide any further communications, notices or information in relation to the RFP document, DIAL would only be required to communicate such information or notices to the below mentioned person of the Applicant who is identified by the Applicant as the authorized person under this Confidentiality Undertaking:

Authorized person's name:

Address:

Telephone number:

E-mail details:

13. This Confidentiality Undertaking shall be governed by the laws of India and only the courts at New Delhi (with the exclusion of all other courts) shall have jurisdiction to decide or adjudicate on any matter which may arise.

Yours faithfully,

(Signature of Authorized signatory of the Applicant)

Name of Authorized signatory of the Applicant:

Designation of Authorized signatory of the Applicant:

Date:

Place:

Name of the Applicant:

Seal / stamp of the Applicant