

CONFIDENTIALITY UNDERTAKING
(To be executed on stamp paper of appropriate value)

This Confidentiality Undertaking (“**Undertaking**”) is made at [-----] on this [-----] day of [-----], 2024 by:

[-----], a company incorporated under the provisions of [-----]/registered under [*insert Applicable Law*], and having its registered office at [-----], represented by its authorized signatory [-----], (hereinafter referred to as “**Recipient**” or “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns).

In Favor of

Delhi International Airport Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at New Udaan Bhawan, Opposite Terminal-3, IGI Airport, Delhi-110037, India (hereinafter referred to as “**DIAL**” which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns).

To assure the protection and preservation of confidential and/or proprietary information disclosed by DIAL to the Recipient.

The Recipient agrees to undertake as set out herein:

This Undertaking is effective from the date of execution of this Undertaking by the Recipient.

1. **Confidential Information:** The term “Confidential Information” shall mean and include, without limitation, the tender notice and website notice dated 30th October 2024 (“**Tender Advertisement**”), the contents provided therein including the Eligibility Criteria, the RFP and everything contained therein, all documentation, data, particulars of License 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, draft of transaction document or other documents and materials and / or information relating to DIAL (howsoever such information is documented) or, or any information of whatsoever nature related to the License, as being confidential information of DIAL. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party 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 prior written approval from DIAL. DIAL shall have the right to refuse to give such approval.

2. **Exceptions:** The term “Confidential Information” shall not include any information which is now, or hereafter becomes available to the public, but not for the reason or as a consequence of the breach, default, failure to act by or on behalf of the Recipient or its employees, officers, directors, whether existing or erstwhile. Provided that the Recipient shall not disclose any Confidential Information, without taking prior written approval from DIAL. DIAL shall have the right to refuse to give such approval.
3. **Purpose:** The Recipient shall use Confidential Information solely for the purpose of analysing the terms of the RFP and for submitting its Proposal in response to the RFP to be issued pursuant to the Tender Advertisement, issued by DIAL to Design, Finance, Develop, Setup, Operate, Manage and Maintain CTN Retail Outlets at Terminal 1 & Terminal 3 of Indira Gandhi International Airport, New Delhi – 110 037 (hereinafter referred to as “**Authorized Purpose**”) and for no other purpose. The Recipient shall not use Confidential Information for any purpose other than the Authorized Purpose.
4. **Use:** The Recipient shall:-
 - (a) use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose;
 - (b) preserve the secrecy of the Confidential Information;
 - (c) not disclose the Confidential Information to any employee, except to those having a need to know the same for the Authorized Purpose and shall be responsible and obligated for its employees’ compliance with this Undertaking;
 - (d) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the Recipient shall give DIAL reasonable prior written notice of such disclosure and, where required, assist DIAL to resist such order;
 - (e) immediately notify DIAL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information; and
 - (f) return to DIAL all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other

documents or materials derived there from, whether prepared by the Recipient or not) upon receipt of the written request of DIAL along with certification of such destruction.

5. **Ownership:** The Confidential Information is the property of DIAL and/or its associates and/or its consultants. Nothing in this Undertaking shall be construed as granting to the Recipient or any other person, any property rights, by license or otherwise any right, to any Confidential Information disclosed pursuant to this Undertaking, or to any invention or any patent, copyright, trademark, or other intellectual property right that has been issued or that may issue, based on such Confidential Information. No right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the Recipient. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.
6. **Remedies:** The Recipient agrees that any breach or a threatened breach by the Recipient of its undertakings and obligations under this Undertaking will cause irreparable injury to DIAL and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to any remedies that may be available, under the Applicable Law(s), in equity or otherwise, DIAL shall be entitled to seek temporary and permanent injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Undertaking. The Recipient shall also indemnify DIAL, its directors, employees, representatives, advisors fully, in the event DIAL, its directors, employees, representatives, advisors suffer(s) or is/are likely to suffer any loss and /or damage at any time due to breach of this Undertaking by the Recipient.
7. **Duration:** The Recipient's obligations under this Undertaking shall be continuous and shall not lapse.
8. **Definitive Commitment:** Recipient acknowledges and agrees that no contract or agreement with respect to or in connection with the Authorized Purpose shall be deemed to exist unless and until DIAL and the Recipient execute and deliver a final definitive agreement relating thereto (the "**Definitive Commitment**"). DIAL and the Recipient further agree that unless and until DIAL and the Recipient shall have executed and delivered a Definitive Commitment, neither DIAL nor the Recipient shall be under any legal obligation of any kind whatsoever except for the matters specifically agreed to herein.
9. **Waiver:** DIAL's failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.
10. **Publicity:** The Recipient must not make any press or other public statements (which includes announcements and releases) relating to this Undertaking, the Confidential Information and/or the Authorized Purpose.

11. **Representation and Warranty:** The Recipient 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, representatives or consultants have any liability to other party relating to or arising out of any use of the Confidential Information in accordance with this undertaking.

12. **Severability:** If any of the provisions of this Undertaking is found to be invalid for any reason whatsoever, such invalidity shall not affect the validity and operation of the other remaining provisions of this Undertaking.

13. **Laws:** This Undertaking, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Undertaking shall be governed by the laws of India.

14. **Forum:** The Recipient shall submit to the exclusive jurisdiction of the courts at New Delhi, India to adjudicate any dispute arising out of this Undertaking, to the exclusion of other courts.

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

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