

Annexure-VII

Anti-Bribery and Anti-Corruption Clause

The Bidder covenants that neither the Bidder nor the Bidder's Representative, any of the Bidder's Affiliates, Sub-Contractors, employees, agents or representatives shall make, offer or agree to give any bribe, commission, gift or inducement to: (i) any officer, employee, agent or representative of the Airport Operator or its Affiliates; or (ii) any other Person, in relation to the obtaining or execution of the SO Documents or performance of obligations hereunder. Such an act by the Bidder, the Bidder's Representative or any of the Bidder's Affiliates, Sub-Contractors, employees or representatives shall, in addition to any criminal liability which the Bidder may be subject to under Applicable Laws, provide a right to the Airport Operator, at its sole discretion, to:

- (i) terminate the SO Documents in accordance with Clause 38.1(a) of General Terms and Conditions; and/or;
- (ii) terminate any other contract that may have been entered into between the Parties including any contract(s) between the Bidder and the Airport Operator's Affiliates; and/or
- (iii) levy a penalty of minimum five percent (5%) of the Basic Price; and/or
- (iv) blacklist the Bidder from participating in bidding process across Adani group.

The Bidder shall also be liable for payment of any Losses suffered by the Airport Operator due to any such actions under this Clause, which the Airport Operator may, at its option, deduct and/or set off from the amounts otherwise due to the Bidder under the SO Documents or any other contract or recover from the Bidder as a debt due and payable. Any dispute as to the breach by the Bidder of its obligations under this Clause shall be determined by the Airport Operator in such manner and on such evidence or information as available to the Airport Operator, and the Airport Operator's decision in this regard shall be final and conclusive.

The Bidder shall notify the Airport Operator for any potential direct or indirect malpractices by Airport Operator's Representative, employees, agents etc. towards obtaining or execution of the SO Documents. All such incidents should be communicated at the earliest possible stage to the 'Vigilance and Ethics Officer' via whistleblower@adani.com.