

# ENTERTAINMENT CITY LIMITED

Plot No. A-2, Sector 38A, Noida – 201301 | www.eclindia.com

## INVITATION FOR EXPRESSION OF INTEREST

### LONG-TERM OPERATIONAL LICENSE

#### WORLDS OF WONDER — WATER PARK & AMUSEMENT PARK, NOIDA

PARTICULARS	DETAILS
Master Reference	ECL/WOW/OPL/2026/001
Date Of Issue	17th March 2026
Issued By	Entertainment City Limited
Subject Property	Worlds of Wonder Water Park & Amusement Park, Plot A-2, Sector 38A, Noida
Transaction Type	Long-Term Operational License – Water Park- 3 Years (extendable by 3+3 years <sup>1</sup> ), Amusement Park- 9 Years
Earnest Money Deposit	INR 1,00,00,000 (Rs. One Crore Only) — Demand Draft <sup>2</sup>
Reserve License Fee per month— Water Park, assuming an operation of 6 months in a financial year	INR 2,00,00,000 (Rs Two Crore only) (+GST is payable as per law, on the above monthly fees)
Reserve License Fee per month— Amusement Park, assuming an operation of 12 months in a financial year	<b>Monthly License Fee:</b> <u>Year 1</u> – INR Thirty Lakh only, <u>Year 2</u> – INR Fifty Lakh only, <u>Year 3</u> – INR Seventy-Five Lakh only, <u>Year 4, 5, 6</u> – INR One Crore only, <u>Year 7, 8, 9</u> – INR One Crore Twenty-Five Lakh only, (+GST is payable as per law, on the above monthly fees)
Issuance of EOI Document	17 <sup>th</sup> March 2026
Date of Site Visit & Inspection	19 <sup>th</sup> March 2026   10:00 AM to 05:00 PM IST
Last Date of Submission	20 <sup>th</sup> March 2026   5:00 PM IST
Submission of EMD (Demand Draft)	20 <sup>th</sup> March 2026   5:00 PM IST
Bid Opening	23 <sup>rd</sup> March 2026   12:30 PM IST
Final Negotiation	23 <sup>rd</sup> March 2026   01:00 PM IST
Award Announcement	23 <sup>rd</sup> March 2026   End of Day
Submission Email	tenders@eclindia.com

<sup>1</sup> License period of water park is extendable by 3+3 years subject to a) satisfactory performance of the license agreement and b) increase of minimum guaranteed license fee by 20% for each block of 3 years periods vis-à-vis minimum guarantee monthly license fee for previous block of 3 years. For example, if the minimum guaranteed monthly license fee in 36th month is Rs 100 and if the license is extended by another 3 years, the revised minimum guarantee monthly license fee for year 4, year 5 and year 6 will be Rs 120. Similarly, for year 7, year 8, year 9, minimum guarantee monthly license fee will be Rs 144.

<sup>2</sup> EMD of INR One crore will be for participating in bidding process for both water park and amusement park.

#### DOCUMENTS CONTAINED HEREIN

1. Pre-Bid Advertisement | 2. Process Document (RFP) | 3. EOI & Financial Bid Document

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# DOCUMENT 1 — PRE-BID ADVERTISEMENT

## INVITATION FOR EXPRESSION OF INTEREST & FINANCIAL BID

### Long-Term Operational License

### Worlds of Wonder Water Park & Amusement Park, Noida

#### ABOUT ENTERTAINMENT CITY LIMITED

M/s Entertainment City Limited ('ECL') is the owner and operator of one of India's foremost integrated entertainment and retail destinations — situated at Plot No. A-2, Sector 38A, Noida, Uttar Pradesh. ECL's portfolio within the 147.448-acre leasehold site (granted by Noida Authority) comprises The Great India Place (one of India's largest shopping malls), Gardens Galleria (a premium lifestyle mall), and Worlds of Wonder ('WoW') — a dual-format theme park complex featuring a water park and an amusement park.

WOW, operated by Entertainment City Limited (ECL), is one of the most prominent entertainment destinations in Noida and the wider Delhi NCR region. Strategically located in the prime leisure and retail hub of Sector-38A, adjacent to major shopping, commercial complexes and two metro lines, WOW has established itself as an iconic recreational landmark for families, tourists, and corporate visitors. WOW offers a unique combination of high-quality, large water park, and integrated entertainment and shopping experiences through two malls, making it one of the few destinations in North India that provides a complete day-long leisure ecosystem. Its central location, strong brand recall, and proximity to Delhi make it a preferred entertainment venue for millions of visitors from across the National Capital Region, positioning it as a flagship attraction in the region's entertainment and tourism landscape.

#### THE OPPORTUNITY

ECL hereby invites expressions of interest ('EOI') and financial bids from qualified company/ LLP/ JV for the grant of a long-term operational license ('license') to operate, manage, maintain, improve and develop the iconic WoW theme park complex on an as-is-where-is basis for a period of three (3) years (extendable by 3+3 years) for Water Park and nine (9) years for Amusement Park.

The Licensed Area comprises (Refer to Annexure I, II and III): (i) Worlds of Wonder Water Park (including AV 106, lawn behind Go-Karting track, F&B kiosks, Central Kitchen, park support areas, ticketing counter at Arrival Village, costume & locker spaces, and merchandise counters/kiosks); and (ii) Worlds of Wonder Amusement Park (including FZ101 — Games Building, and lawns) on as-is-where-is basis.

#### KEY DATES

EVENT	DATE / TIME
Issuance of EOI Document	17 <sup>th</sup> March 2026
Date of Site Visit and Inspection	19 <sup>th</sup> March 2026   10:00 AM to 05:00 PM IST
Last Date & Time of Submission	20 <sup>th</sup> March 2026   5:00 PM IST
Submission of EMD (Demand Draft)	20 <sup>th</sup> March 2026   5:00 PM IST
Bid Opening	23 <sup>rd</sup> March 2026   12:30 AM IST
Final Negotiation Meeting	23 <sup>rd</sup> March 2026   01:00 PM IST
License Award Announcement	23 <sup>rd</sup> March 2026   End of Day
Issuance of LOI/ Draft License Agreement	23 <sup>rd</sup> March 2026   End of Day

#### EARNEST MONEY DEPOSIT (EMD)

All bidders are required to submit a non-refundable Earnest Money Deposit (EMD) of INR 1,00,00,000 (Indian Rupees One Crore Only) by way of a Demand Draft (DD) drawn in favor of "Entertainment City Limited", payable at Noida / New Delhi. The scanned copy of the DD must be submitted along with the bid documents

via email. The original DD must be sent to ECL's office at Sector 38A, Noida, to reach latest by last date and time of bid submission, which is 20<sup>th</sup> March 2026 by 5:00 PM IST.

### **ELIGIBILITY SUMMARY**

- Individual Company/ LLP/ JV: Minimum annual turnover of INR 10 Crore
- Minimum 3 years of similar business operations
- EMD of INR 1,00,00,000 (Rs One Crore) via Demand Draft (DD) is mandatory. DDs will be returned to the unsuccessful bidders upon announcement of successful bidder on the day of award announcement.

### **HOW TO PARTICIPATE**

Interested parties must submit their EOI cum Financial Bid documents (in the prescribed format) along with a scanned copy of the EMD Demand Draft via email to: [tenders@eclindia.com](mailto:tenders@eclindia.com)

Subject line: "EOI & Financial Bid – WoW Operational License – [Bidder Entity Name]"

The financial bid document should be password protected. All other bid documents should be submitted without password protection or encryption.

Bid documents and prescribed formats are available for download at [www.eclindia.com](http://www.eclindia.com). For queries during the bid period only, bidders may write to [tenders@eclindia.com](mailto:tenders@eclindia.com). No queries will be entertained after last date/ time of bid submission.

### **DISCLAIMER**

*This advertisement is issued for information purposes only and does not constitute an offer, commitment or contract of any nature. ECL reserves the absolute right to cancel, amend, postpone or re-issue this invitation at any time without assigning any reason or incurring any liability. ECL's decision on all aspects of this process shall be final and binding.*

# DOCUMENT 2 — PROCESS DOCUMENT (REQUEST FOR PROPOSAL)

## SECTION 1 — BACKGROUND & OPPORTUNITY

### 1.1 About Entertainment City Limited

M/s Entertainment City Limited ('ECL' or 'First Party') is the owner and exclusive operator of an integrated entertainment, retail and leisure destination situated at Plot No. A-2, Sector 38A, Noida, Gautam Budh Nagar, Uttar Pradesh. ECL holds leasehold rights over 147.448 acres of land as evidenced by registered Lease Deeds executed with the New Okhla Industrial Development Authority ('NOIDA Authority'). ECL's flagship assets include The Great India Place, Gardens Galleria, and Worlds of Wonder ('WoW').

### 1.2 About Worlds of Wonder

Worlds of Wonder ('WoW') is one of India's most iconic theme park complexes, comprising a Water Park and an Amusement Park. The Water Park is currently operational. The Amusement Park has been non-operational post the COVID-19 pandemic and associated lockdowns, pending comprehensive overhauling and maintenance by OEM. ECL now seeks a qualified operational licensee to restore, revive and grow both parks to their full potential.

### 1.3 Transaction Objective

ECL invites a suitable Licensee to operate, manage, maintain, improve infrastructure and develop the entire WoW area for a period of three (3) years (extendable by 3+3 years<sup>2</sup>) for Water Park and nine (9) years for Amusement Park under a long-term Operational License. The objective is to continue and enhance the world-class entertainment experience at WoW for the benefit of the public at large, without rebranding the existing WoW identity.

## SECTION 2 — LICENSED AREA DESCRIPTION

### 2.1 Worlds of Wonder — Water Park

The Licensed Area for the Water Park includes, but is not limited to:

- AV 106 and the Lawn behind the Go-Karting Track
- Food & Beverage (F&B) Kiosks
- Central Kitchen and park-related support service areas
- Ticketing Counter at the Arrival Village
- Costume and Locker Spaces
- All Merchandise Kiosks and Counters

Lay out plan attached as Annexure I & III.

### 2.2 Worlds of Wonder — Amusement Park

The Licensed Area for the Amusement Park includes:

- Entire Amusement Park on as-is-where-is basis
- FZ101 — Games Building
- Lawns within the Amusement Park area

Lay out plan attached as Annexure II.

## 2.4 Property Details

PARTICULARS	DETAILS
Address	Plot No. A-2, Sector 38A, Noida, Gautam Budh Nagar, Uttar Pradesh
Total Site Area	147.448 Acres (Leasehold — held by ECL from NOIDA Authority)
WoW Licensed Area	As identified and earmarked within the total site — hereinafter 'Said Property'
Retained Area	Balance of total site area (excluding WoW Licensed Area) retained by ECL
Current Status — Water Park	Worlds of Wonder Water Park — Operational
Current Status — Amusement Park	Worlds of Wonder Amusement Park — Non-Operational (post-COVID; pending overhaul)

## SECTION 3 — BID PROCESS TIMELINE

SL. NO.	MILESTONE	DATE / TIME	REMARKS
1	Issuance of EOI Document	17 <sup>th</sup> March 2026	Documents available at <a href="http://www.eclindia.com">www.eclindia.com</a>
2	Date of Site Visit and Inspection	19 <sup>th</sup> March 2026	On-site visit
3	Last Date & Time for Submission	20 <sup>th</sup> March 2026   5:00 PM IST	Late submissions will NOT be accepted
4	Submission of EMD (Demand Draft)	20 <sup>th</sup> March 2026 by 5:00 PM IST	Bids without EMD Demand Draft will be rejected
5	Opening of Bids by ECL	23 <sup>rd</sup> March 2026	Bidders to share file password by 1130 Hours
7	Final Negotiation Meeting	23 <sup>rd</sup> March 2026	At ECL Office, Noida
8	License Award Announcement	23 <sup>rd</sup> March 2026 (by EOD)	Award letter with draft license agreement
9	LOI Counter-Signing Deadline	27 <sup>th</sup> March 2026	By selected bidder
10	Interest Free Security Deposit-Payment Deadline  (Total Interest Free Security Deposit for Water Park/ Amusement Park = 2 months of Monthly Minimum Guarantee Fee)  <sup>1</sup> Security Deposit for Amusement Park will be equal to 2 months of Monthly Minimum Guarantee License Fee, where Monthly Minimum Guarantee License Fee will be calculated as the average Monthly Minimum Guarantee License Fee agreed for payment in Year 1 and Year 2.	Water Park: - Stage 1 - Immediate  - Stage 2 – within 48 hours of license award announcement - Stage 3 – within 30 days from date of the License Award Announcement, or on the date Definitive Agreement Execution, or start date of Water Park, whichever is earlier  Amusement Park: - Stage 1 - Immediate  - Stage 2 – within 48 hours of license award announcement  - Stage 3 – within 30 days from date of the License Award Announcement or on the date Definitive Agreement Execution, whichever is earlier	- EMD of successful bidder will be retained as part of 1 month License Fee security deposit - Balance of amount of 1 month of license fee  - Balance Security Deposit of 1 month's license fee  (Total Security Deposit for Water Park = 2 months of Monthly Minimum Guarantee Fee)  - EMD of successful bidder will be retained as part of 1 month License Fee security deposit <sup>1</sup>  - Balance amount of 1 month of monthly license fee as Security Deposit <sup>1</sup> , if required - Balance Security Deposit <sup>1</sup> of 1 months of monthly license fee

11	Advance Monthly License Fee	Water Park: To be paid in advance by 7 <sup>th</sup> of every month w.e.f. April 01, 2026  Amusement Park: To be paid in advance by 7 <sup>th</sup> of every month after expiry of license fee free period of 6 months from the date of License Award Announcement	
12	Definitive Agreement Execution	Within 15 calendar day of License Award Announcement	Failure = cancellation + EMD forfeiture
13	Water Park Reopening	With effect from 1 <sup>st</sup> April 2026	At Licensee's risk and cost
14	Amusement Park Reopening	With effect from 1 <sup>st</sup> October 2026	At Licensee's risk and cost

## SECTION 4 — ELIGIBILITY CRITERIA (MANDATORY)

### 4.1 Mandatory Financial Eligibility

CRITERIA	COMPANY/ LLP/ JV
Minimum Annual Turnover	INR 10 Crore
Prior experience	Minimum 3 years of similar business operations
Legal Registration	Valid Certificate of Incorporation
Financial Statements	Audited accounts for last 3 financial years
GST Registration	Active GST Registration

### 4.2 Earnest Money Deposit (Mandatory)

PARTICULARS	DETAILS
Amount	INR 1,00,00,000 (INR One Crore only)
Instrument	Demand Draft (DD)
Drawn in Favour of	Entertainment City Limited
Payable At	Noida / New Delhi
Submission Mode	Scanned copy via email with bid; original DD must reach ECL's Corporate office latest by 05:00 PM IST of 20 <sup>th</sup> March 2026

## SECTION 5 — ADDITIONAL INFORMATION

Bidders are encouraged to provide detailed evidence for each of the following respective areas of their operations.

SL. NO.	Area of operation	Details
a	Marketing Services / Customer Engagement & Service Business	Active business operations in marketing, brand management, CRM, customer service — supporting documents required
b	Machines & Safety Business Operations	Business dealing with mechanical equipment, safety systems, amusement ride maintenance — supporting documents required
c	Hospitality Business	Hotels, resorts, large F&B chains, event management, venues with substantial footfall & operations — supporting documents required

## SECTION 6 — BID SUBMISSION INSTRUCTIONS

### 6.1 Submission Method

Bids must be submitted exclusively via email in the following manner:

- Email to: [tenders@eclindia.com](mailto:tenders@eclindia.com)
- Subject Line: "EOI & Financial Bid – WoW Operational License – [Bidder Entity Name]"
- Attachment: Password-protected PDF or ZIP file containing Financial BID as per format given in "Document 3 – Part B1". All other documents to be attached without password protection/ encryption
- Deadline: 20<sup>th</sup> March 2026 by 5:00 PM IST — no extensions will be granted under any circumstances

### 6.2 Bid Package Contents

The complete bid package must contain all the following:

SL. NO.	DOCUMENT	FORMAT / NOTES
1	Completed EOI Form (Document 3 — Part A)	Fully filled, signed, COMPANY/ LLP/ JV seal affixed
2	Completed Financial Bid Form (Document 3 — Part B1)	Fully filled, signed, COMPANY/ LLP/ JV seal affixed (Password protected)
3	Scanned DD of EMD	INR 1,00,00,000 in favour of ECL
4	Certificate of Incorporation / Registration	Self-attested copy by authorised signatory
5	Audited Financial Statements — Last 3 FYs	Certified copies (CA-attested)
6	GST Registration Certificate	Current and active - Self-attested copy by authorised signatory
7	Authorisation / Board Resolution	Authorizing signatory to submit bid
8	Self-Declaration & Anti-Corruption Certificate	As per format in Document 3 Part A7

### 6.3 Password protection for submitted for Bid through email

Document containing financial bid MUST be password-protected PDF or ZIP file. All other documents to be attached without password protection/ encryption. Mail size of the bid must not be more than 17.5 mb. If size of the mail is more than 17.5 MB, the bid can be submitted through multiple mails, in which case subject line must contain reference of total number such emails.

The password of the file containing Financial Bid MUST NOT be shared in the submission email. ECL will request the password from each bidder ONLY via separate email from the email id of the Managing Director of ECL, Mr Rajesh Sharma ([rajeshsharma.md@eclindia.com](mailto:rajeshsharma.md@eclindia.com)) on Bid Opening Day (23<sup>th</sup> March 2026) by 11:30 AM IST. Bidders must respond with the password latest by 12:00 PM IST on 23<sup>th</sup> March, 2026. Failure to provide the password by the stipulated time will result in the bid being treated as non-responsive and ineligible for consideration for bidding process.

## SECTION 7 — SELECTION PROCESS

The selection of the Licensee shall follow a structured, multi-stage evaluation process:

STAGE	DESCRIPTION	DETAILS
Stage 1 — Eligibility Screening	Review of mandatory eligibility criteria	Pass/Fail — any failure = disqualification
Stage 2 — Technical Screening	Evaluation of technical screening	
Stage 3 — Financial Bid Amount	Financial bids of technically qualified bidders opened	To be compared based on bid amounts submitted by the bidder for Water Park and Amusement Park

<p><b>Stage 4 —Declaration of highest bidder and start of Swiss challenge</b></p>	<p>Post opening of financial bids all the bidders will be part of physical Swiss Challenge method at a revised reserve price equivalent to the bid submitted by the highest bidder (H1).</p> <p>In the Swiss Challenge, any subsequent bid must be at minimum increment of INR 10 lakh.</p> <p>The H1 bidder will be having the first right to match or refuse the final incremental bid received in the Swiss Challenge.</p> <p>In the event H1 bidder refuses to match such highest incremental bid in the Swiss challenge process, the License will be awarded to the highest bidder arrived through the Swiss challenge process.</p>	<p>ECL reserves the right to change/ delete/ modify/ cancel the bid process at its discretion.</p>
<p><b>Stage 5 — License Award Announcement</b></p>	<p>Award announced by EOD 23<sup>rd</sup> March 2026. Draft license shared with successful bidder</p>	<p>ECL's decision is final and binding</p>

## SECTION 8 — HEAD OF TERMS (KEY COMMERCIAL TERMS)

The following Head of Terms ('HoT') sets out the principal commercial parameters of the proposed transaction. These terms are indicative and non-binding at this stage; final terms shall be governed by the Definitive License Agreement executed between ECL and the selected Licensee.

NO.	PARTICULARS	TERMS
1	Licensed Area	<p>WoW Water Park: AV 106, Lawn behind Go-Karting Track, F&amp;B Kiosks, Central Kitchen, Park Support Areas, Ticketing Counter (Arrival Village), Costume &amp; Locker Spaces, Merchandise Kiosks/ Counters (Annexure I and II)</p> <p>WoW Amusement Park: Entire Park on as-is-where-is basis including FZ101 (Games Building) and Lawns (Annexure II).</p> <p>Hereinafter collectively referred to as 'Licensed Area' or 'Said Property'. Address: Plot No. A-2, Sector 38A, Noida. As per area map details in Annexure I, II and III.</p>
2	Brand Name	Worlds of Wonder — Water Park & Amusement Park. No rebranding permitted under any circumstances.
3	Purpose	ECL has expressed willingness to collaborate with the Licensee to improve infrastructure, run, operate, supervise, maintain, control and provide all facilities in the WoW area for the purpose of facilitating world-class entertainment for the benefit of the public, without rebranding WoW.
4	Collaboration Area	Limited to WoW theme park area only (Said Property), already identified and earmarked. Licensee shall hold and possess the Said Property without obstruction or hindrance, as detailed in the Definitive Agreement.
5	Location	Plot A-2, Sector 38A, Noida.
6	Present Status	ECL has leasehold rights over 147.448 acres (Plot A-2, Sector 38A, Noida) per Lease Deeds with NOIDA Authority. ECL has exclusively operated the WoW area. Post-COVID-19 pandemic and associated lockdowns, only the Water Park has been operated; the Amusement Park remains non-operational pending overhauling and maintenance.
7	Proposed Transaction	ECL seeks a Licensee to improve infrastructure, run, operate, supervise, maintain and control the entire WoW area for world-class entertainment, and to collect and distribute revenue from the same.

8	License Fee and Revenue share	As per "Document 2 – Section 9"
9	License Fee commencement date	<b>Water Park:</b> 1 <sup>st</sup> April, 2026. <b>Amusement Park:</b> 1 <sup>st</sup> October, 2026.
10	Infrastructure (electricity) and water charges	In addition to the license fee, licensee will be liable for usage of electricity and water in the water park and amusement park, which will be billed by ECL separately
11	Interest-Free Refundable Security Deposit	As per "Document 2, section 3, sub-section 10"
12	Tenure	<b>Water Park</b> – three <sup>1</sup> (3) years, extendable by 3+3 years. <b>Amusement Park</b> – Nine (9) years
13	Lock-In Period	<b>Water Park:</b> Both ECL and Licensee will have equitable lock-in period of 3 years. Thereafter, a notice period of 12 months must be given for exiting the license agreement. <b>Amusement Park:</b> Both ECL and Licensee will have equitable lock-in period of 3 years. Thereafter, a notice period of 12 months must be given for exiting the license agreement.
14	Subletting	Subletting of individual spaces / concessions within the Licensed Area is permitted, subject to conditions to be detailed in the Definitive Agreement. Subletting of the entire Licensed Area is not permitted.
15	Staffing by Licensee	- Credentials of all personal deployed (either directly on their payroll or through third party vendors) to licensed area/ activity will be shared by the licensee with ECL. Only those personal will be allowed to enter the licensed area/ activity, who have been approval by ECL. - No personal who has been ex-employee/ retainer of ECL or personal deployed/employed at ECL site through third party vendors can be deployed/employed in licensed area/ activity (either directly on licensee's payroll or through licensee's third-party vendors). This will be considered as major breach and would result into cancellation of the license and forfeiture of security deposit.
16	Pre-opening expenses incurred by ECL	As the opening of Water Park is planned for April 1 <sup>st</sup> 2026. Any expenses already incurred by ECL towards opening preparation of Water Park will be paid by the licensee to ECL before the opening date of the Water Park, that is April 1 <sup>st</sup> 2026.
17	Assets	- All assets handed over by ECL will be inventoried as well as recorded through video and still photographs. Upon expiry/ cessation/ exiting the of License Agreement, all such assets must be handed back by the Licensee to the ECL. - Maintenance of all the assets handed over by ECL to the licensee must be done as per quality standards and frequency set by ECL at the time of handover. - At all times Licensee must ensure that the assets are kept in such manner that there is no deterioration of these assets in terms of quality, quantity, visual effects and other manners. - Any loss/ damage to the assets will be paid by the licensee at original purchase price or current market price at such time of handover, whichever is higher.
18	Indemnity	The Licensee acknowledges that ECL shall not be liable to the Licensee for any special, consequential, direct or indirect loss arising directly or indirectly out of this agreement. The Licensee undertakes to indemnify ECL for any loss pertaining to its employees, staff, labor, third party, general public, and assets of ECL or of the general public. The Licensee further indemnifies ECL (a) for any loss or damages caused to ECL due to any act of omission or commission by the Licensee, its employees, representatives, agents, contractors, or subcontractors, etc. (b) any losses or damages caused to the ECL or any other third party for breach on account of any overt or covert act or omission or commission on the part of the Licensee, its employees, representatives, agents, contractors, subcontractors, etc.
19	Taxation (including GST)	If not mentioned specifically, all amounts in this document are excluding GST. Licensee has to pay GST and other applicable taxes as per prevalent taxation laws and rates.

## SECTION 9 — FINANCIAL STRUCTURE

### 9.1 Revenue Model Overview

The financial structure for this transaction is based on a Monthly Minimum Guarantee ('MG') model combined with Revenue Share structure on a tiered/ slab basis. The Licensee shall pay ECL the MG as a floor commitment irrespective of the revenue generated. In case of Water Park only, when Gross Revenue from the Licensed Area exceeds defined thresholds, the Licensee shall pay ECL a revenue share on the differential (incremental revenue).

### 9.2 Revenue Share Slab Structure – Water Park

'Gross Revenue' means total revenue (less GST) collected during the 6 month's operational months from all sources within the Licensed Area including (but not limited to): ticket sales, F&B sales, merchandise, locker/costume rentals, sponsorships, events, gaming, attractions and any other revenue attributable to the WoW – Water Park and Ticketing Counters Licensed Area.

SLAB	GROSS WATER PARK'S REVENUE RANGE FOR OPERATIONAL MONTH	PAYMENT TO ECL	NOTES
Slab 1	Up to INR 30 Crore	Annual MG Only — No Additional Revenue Share	MG is the floor payment; applicable regardless of revenue
Slab 2	Above INR 30 Cr (incremental)	MG + Revenue Share 50 % on incremental revenue above INR 30 Cr	The reserve % revenue share is 50%.

The payment of the revenue share must be paid to ECL by 31<sup>st</sup> October for the Water Park Operational months.

For all events/ activities done during non-operational months (October to March), licensee MUST include ECL representative in discussion with the customer(s). For such events/ activities, licensee will share 50% of Gross Revenue with ECL on event-to-event basis. Revenue from such events/ activities will not be added to the calculation of 'Gross Revenue' for the purpose of calculation of Slab 1 and Slab 2 (as in above table), for revenue sharing.

**Combo Tickets/ Events:** In case combo tickets are issued to visitors to enter and use both Water Park and Amusement Park, the revenue allocation of such tickets will be considered in proportion of 70:30 :: Water Park: Amusement Park, for the calculation of gross revenue of Water Park. Similarly, methodology will be used for revenue generated for any event/ activity organized across both Water Park and Amusement Park during non-operational months of Water Park.

### 9.3 MG Payment Terms

The Monthly Minimum Guarantee is structured across two park components: (i) the Worlds of Wonder Water Park MG ('WP MG'), payable exclusively during the six (6) operational months of April through September; and (ii) the Worlds of Wonder Amusement Park MG ('AP MG'), payable equally across all twelve (12) months of the year (April through March).

**TABLE A — WORLDS OF WONDER WATER PARK MG ALLOCATION**  
6 Operational Months Only – April to September

Water Park MG: The operational period for the Water Park is defined as 6 months (April, May, June, July, August and September), for which Licensee must pay advance monthly minimum guarantee license fee by 7<sup>th</sup> calendar day of each operational month. In case Water Park remains open for a period beyond six (6) months, monthly license fee would be paid by the licensee in proportion to the period for which the water park remains open beyond six months. In case Licensee wants to open Water Park beyond 6 Operational Months, Licensee should take approval from ECL at least 15 days in advance of start of such extended period.

## TABLE B — WORLDS OF WONDER AMUSEMENT PARK MG ALLOCATION

Payable: April to March (12 Months — Equal Monthly Instalments)

Amusement Park MG: The AP MG is distributed across years of operations as per the below schedule. For an year the amount must be paid in advance equally per month by 7<sup>th</sup> calendar day of each month. The payment schedule considers the year-round operational nature of the Amusement Park. **Reserve Monthly Minimum Guaranteed License Fee** for the bidding of operational license of the Amusement Park is as under:

**Monthly Fee** - Year 1 – INR Thirty Lakh, Year 2 – INR Fifty Lakh, Year 3 – INR Seventy-Five Lakh

**Monthly Fee** - Year 4 to Year 6 – INR One Crore Monthly Minimum Guarantee License Fee

**Monthly Fee** - Year 7 to Year 9 – INR One Crore Twenty-Five Lakh Monthly Minimum Guarantee License Fee

(+GST is payable as per law, on the above monthly fees)

Bidders will be required to submit the bid for Year 1, Year 2, Year 3 and Year 4 to 9, as per format given in Document 3-Part B.

## SECTION 10 — TERMS, CONDITIONS & ELIGIBILITY CONSEQUENCES

### 10.1 Disqualification from Bidding Process - Criteria

- Failure to meet any mandatory eligibility criterion → Automatic and immediate disqualification
- Non-submission of EMD DD (original + scanned) → Bid not considered under any circumstances
- Submission of bid after the stipulated deadline → Rejected without consideration
- Incomplete or unsigned bid forms → May be rejected at ECL's sole discretion
- Material misrepresentation, concealment or false information in any bid document → Immediate disqualification and forfeiture of EMD
- Bidder on any regulatory blacklist or debarred list in India → Disqualified
- Conflict of interest with ECL or its directors/officers → Disqualified

### 10.2 EMD Forfeiture

The EMD of INR 1,00,00,000 shall be forfeited by ECL in the following circumstances:

- The bidder withdraws, modifies or revokes its bid after submission and during the validity period
- The selected/winning bidder fails or refuses to execute the Definitive License Agreement within 15 working days of the Award Letter
- The winning bidder fails to pay the Interest Free Security Deposit in accordance with the payment schedule as defined in “Document 2 – Section 3 – Sub-section 10”
- Material misrepresentation is discovered in the bid documents at any stage of the process
- The winning bidder fails to counter-sign the LOI within given timeline

### 10.3 EMD Refund

- EMD of unsuccessful bidders: Return of EMD Demand Draft on the day of the license award announcement
- EMD of the winning bidder: Adjusted against the Interest Free Security Deposit

### 10.4 Post-Confirmation Obligations (Basis Head of Terms)

Upon selection as the winning bidder, the Licensee shall fulfil the following obligations:

SL. NO.	OBLIGATION	TIMELINE
1	Counter-sign and return the Award Letter / LOI	27 <sup>th</sup> March 2026
2	Provide Board Resolution / Authorization confirming signatory	Part of Bid documentation

3	Interest Free Refundable Security Deposit	As per "Document 2, section 3, sub-section 10"
4	Execute Definitive License Agreement	Within 15 calendar date of License Award Announcement
5	Obtain all statutory registrations/ licenses (District Magistrate, fire, FSSAI, entertainment, pollution, , NOIDA Authority etc.)	Prior to reopening of respective park
6	Complete Water Park reopening	With effect from 1 <sup>st</sup> April 2026
7	Complete Amusement Park reopening	With effect from 1 <sup>st</sup> October 2026
8	Submit revenue statements (CA-certified)	Water Park (Operational months): Within 15 days of each quarter end i.e. 15 <sup>th</sup> July and 15 <sup>th</sup> October. If the Water Park is open partially beyond operational months, within 15 days of the partial month of each such month.  Water Park (Non-operational months): Within 15 days of each quarter i.e. 15 <sup>th</sup> January and 15 <sup>th</sup> April. Each business (event/activity) to be taken up by the Licensee in consultation with ECL's authorized representative.  Amusement Park: Within 1 month of each quarter
9	Maintain all park areas in safe, clean and operational condition	Throughout license tenure
10	No rebranding of WoW without ECL's prior written consent	At all times during license tenure
11	Permit ECL to inspect Licensed Area with 24-hour prior notice	At all times during license tenure
12	Surprise Check – Permit ECL authorised representative to check Water Park, Amusement Park, Kitchen and Ticket Counter without advance notice	At all times during license tenure

### 10.5 General Conditions

- This Process Document does not constitute an offer, commitment, or contract of any kind by ECL
- ECL reserves the absolute right to cancel, modify, postpone or re-issue this bid process at any time without liability
- No bidder shall have any claim against ECL for costs incurred in preparation of bid documents
- All disputes arising from or related to this process shall be subject to the exclusive jurisdiction of courts at Noida / Gautam Budh Nagar, Uttar Pradesh
- Governing Law: Laws of India
- All communications during the bid process shall be in English
- ECL's decision on all aspects of evaluation, selection and award shall be final and binding

# DOCUMENT 3 — EXPRESSION OF INTEREST & FINANCIAL BID DOCUMENT

Ref: ECL/WOW/OPL/2026/001 | Date: Date of Submission: \_\_\_\_\_ | PRIVATE & CONFIDENTIAL

## PART A — EXPRESSION OF INTEREST (EOI)

### SECTION A1 — BIDDER IDENTIFICATION

Full Legal Name of Bidding Entity	
Nature of Entity	COMPANY/ LLP/ JV
CIN / LLPIN / Registration Number	
Date of Incorporation	
Registered Address	
Correspondence Address	
Name & Designation of Authorized Signatory (copy of Board Resolution/Document authorizing signatory to submit/ execute the Bid/LOI/License Agreement	
Contact Number	
Email Address	
Website	
PAN Number	
GST Registration Number	

### SECTION A2 — FINANCIAL ELIGIBILITY DECLARATION

Provide audited financial data for the last three (3) completed financial years. Attach CA-certified copies of audited financial statements.

FINANCIAL YEAR	ANNUAL TURNOVER (INR Cr)	NET WORTH (INR Cr)	PROFIT AFTER TAX (INR Cr)	AUDITOR'S NAME & REFERENCE
FY _____				
FY _____				
FY _____				
<b>TOTAL / AVERAGE</b>				

I/We hereby declare that the above financial information is true and accurate as per the audited financial statements of our organisation, copies of which are enclosed herewith.

**SECTION A3 — OPERATIONAL TRACK RECORD**

Date of Establishment / Incorporation	_____
Number of Years in Operation	_____
Nature of Primary Business	_____
Description of Principal Operations	_____
Number of Employees	_____
Key Operational Locations (States / Cities)	_____
Evidence Enclosed: Certificate of Incorporation	Yes / No
Evidence Enclosed: Audited P&L (last 3 years)	Yes / No
Evidence Enclosed: GST Certificate	Yes / No
Evidence Enclosed: Other (specify)	_____

**SECTION A5 — ADDITIONAL OPERATION’S INFORMATION — SELF-DECLARATION**

Please declare additional information regarding prior experience in related businesses. Supporting evidence must be enclosed.

SL. NO.	CRITERION	APPLICABLE? (Y/N)	DOCUMENT ENCLOSED	BRIEF DESCRIPTION
a	Marketing Services / Customer Engagement & Service Business			
b	Machines & Safety Business Operations			
c	Hospitality Business			

**SECTION A6 — EARNEST MONEY DEPOSIT DETAILS**

DD Number	_____
Bank Name	_____
Branch Name & City	_____
DD Date	_____
Amount	INR 1,00,00,000 (INR One Crore Only)
Drawn in Favour of	Entertainment City Limited
Payable At	Noida / New Delhi
Scanned Copy Enclosed with Email Bid	Yes / No

**SECTION A7 — DECLARATION BY AUTHORIZED SIGNATORY**

I/We, the undersigned authorized representative(s) of [\_\_\_\_\_] ('the Bidder'), do hereby solemnly declare and confirm as follows:

1. All information provided in this Expression of Interest is true, accurate and complete to the best of our knowledge and belief.

2. We have read, understood and agree to be bound by all terms and conditions set out in the Process Document (ECL/WOW/OPL/2026/001) and this EOI & Financial Bid Document.
3. The Bidder / any Consortium member is not blacklisted, debarred or subject to any insolvency, winding-up, or dissolution proceedings in India or any other jurisdiction.
4. There is no conflict of interest between the Bidder and M/s Entertainment City Limited or its directors, officers, employees or agents.
5. We acknowledge that submission of this bid does not create any obligation on ECL to award the license or enter into any agreement.
6. We acknowledge that ECL may verify all information provided and any misrepresentation shall result in disqualification and forfeiture of EMD.
7. This bid is submitted in good faith and in compliance with all applicable laws of India.
8. We confirm that neither we nor any of our directors, employees, agents, or representatives have offered, promised, given, or authorized any bribe, gift, commission, facilitation payment, or other improper benefit to any employee, representative, or associate of Entertainment City Limited in connection with this tender.
9. We further certify that we have not engaged in any collusive or fraudulent practices with other bidders that could influence the outcome of the tender process.
10. We confirm that our organization complies with all applicable anti-corruption, anti-bribery, and anti-fraud laws and regulations applicable in India.
11. We undertake to maintain the highest standards of ethical conduct throughout the bidding process and, if awarded the contract, during the execution of the contract.
12. We acknowledge and agree that if any violation of the above declarations is found at any stage of the tender or during contract execution, Entertainment City Limited shall have the right to:
  - a. Reject or cancel our bid,
  - b. Terminate the contract,
  - c. Forfeit any deposits or securities, and/or
  - d. Initiate legal or administrative action including blacklisting.

We certify that the information provided in this declaration is true and correct to the best of our knowledge and belief.

SIGNATORY 1 (AUTHORIZED SIGNATORY)	SIGNATORY 2 (IF APPLICABLE)
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____
Signature: _____	Signature: _____
COMPANY/ LLP/ JV Seal:	COMPANY/ LLP/ JV Seal:

# DOCUMENT 3 - PART B — FINANCIAL BID

**STRICTLY CONFIDENTIAL — TO BE SUBMITTED IN PASSWORD-PROTECTED FORMAT**

## SECTION B1 — ANNUAL MINIMUM GUARANTEE (MG) OFFERED

**For Water Park**, the Bidder shall quote the Annualised amount of Monthly Minimum Guarantee ('MG') payable to ECL for each of the first three years (For operational period of 6 months per year). The MG is the guaranteed floor payment to ECL irrespective of revenue generated from the Licensed Area.

YEAR	MONTHLY MINIMUM GUARANTEE LICENSE FEE OFFERED (INR) WATER PARK*
Year 1, 2, 3	INR _____ / per month
Year 4–6* (Escalation %)	20 % On the last paid MG
Year 6–9* (Escalation %)	20 % On the last paid MG

\* Water Park License Agreement extendable by 3+3 years subject to increase of MG by 20%, satisfactory performance of the Lince Agreement and approval of ECL.

**For Amusement Park**, the Bidder shall quote the Annualised amount of Monthly Minimum Guarantee ('MG') payable to ECL for each of the first three years (For operational period of 12 months per year). The MG is the guaranteed floor payment to ECL irrespective of revenue generated from the Licensed Area.

YEAR	MONTHLY LICENSE FEE OFFERED (INR) AMUSEMENT PARK
Year 1	INR _____ / per month
Year 2	INR _____ / per month
Year 3	INR _____ / per month
Year 4–6	INR _____ / per month
Year 4–6	INR _____ / per month

Price to be quoted above for bidding should be excluding GST. GST will payable by the Licensee as per law, on the above monthly fees.

## SECTION B2 — FINANCIAL BID DECLARATION

I/We, the undersigned, hereby submit this Financial Bid for the Long-Term Operational License of Worlds of Wonder Water Park & Amusement Park, Noida on behalf of [ \_\_\_\_\_ ] and solemnly declare as follows:

The financial figures quoted above are genuine, firm and binding upon us for a period of 90 days from the date of submission.

1. We have the financial capacity and commitment to fulfill all payment obligations quoted herein.
2. We understand that ECL may, at its discretion, accept or reject this bid without assigning any reason.
3. We understand that the MG is the minimum basis of the bid placed by us and may be further negotiated upward during Swiss Challenge.
4. This Financial Bid is submitted in good faith in accordance with the Process Document Ref. ECL/WOW/OPL/2026/001

FINANCIAL BID SIGNATORY	DETAILS
Full Name	
Designation	
Date	
Place	
Signature	
COMPANY/ LLP/ JV Name	
COMPANY/ LLP/ JV Seal	(Affix Here)

# ANNEXURE – I – LAYOUT OF WATER PARK LICENSE AREA



# ANNEXURE – II – LAYOUT OF AMUSEMENT PARK LICENSE AREA



WOW  
AMUSEMENT PARK

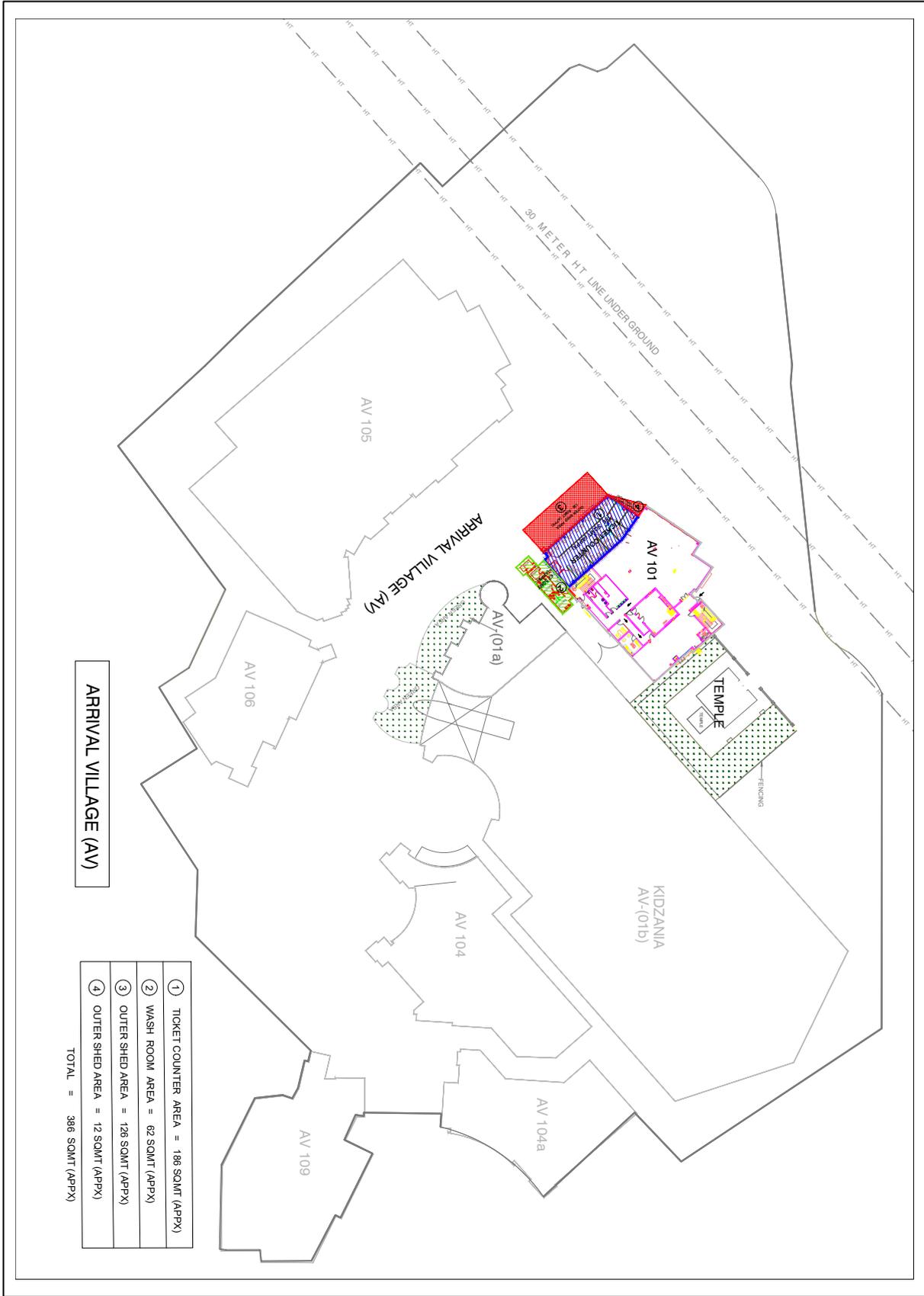
Noida Amusement Complex, Plot No A-2, Sector 38A, Noida, U.P.

Entertainment City Ltd. (IRPPL) Building No-104, Sector 38A, Noida, U.P.

AUTHORIZED SIGNATORY



# ANNEXURE – III – LAYOUT OF TICKETING LICENSE AREA



## LEGAL DISCLAIMER (APPLICABLE TO ENTIRE DOCUMENT SUITE)

This document suite (page number 1-21, Ref: ECL/WOW/OPL/2026/001) has been prepared by Entertainment City Limited (ECL) for the exclusive purpose of inviting and evaluating bids for the Long-Term Operational License of Worlds of Wonder Water Park & Amusement Park, Noida. All terms set out in the Head of Terms and this document suite are indicative and subject to final negotiation and execution of the Definitive License Agreement. Nothing in this document suite constitutes a legally binding offer, promise, warranty or representation by ECL. ECL reserves all rights including the right to cancel, modify, postpone or re-issue any part of this bid process at any time without liability to any party. All information provided herein is confidential and shall not be disclosed or reproduced without prior written consent of ECL.

*For any queries regarding this EOI document/ process, please mail us at [tenders@eclindia.com](mailto:tenders@eclindia.com) before last date of bid submission, which is 20<sup>th</sup> March 17, 2026 | 5:00 PM IST.*