

REQUEST FOR PROPOSAL

FOR

BUYING OF 10MW SOLAR POWER PLANT

AT

RAJIV GANDHI INTERNATIONAL AIRPORT

SHAMSHABAD, HYDERABAD

Confidential and privileged

REQUEST FOR PROPOSAL ('RFP')
FOR BUYING OF 10MW SOLAR POWER PLANT
AT RAJIV GANDHI INTERNATIONAL AIRPORT, SHAMSHABAD, HYDERABAD

RFP No: GHIAL/RFP/SOLAR/08/2020-21

1. Purpose of this Document	Sale of two Solar Plants of 5MW each, by GMR Hyderabad International Airport Limited ('GHIAL') - Novation of subsisting Operation and Maintenance agreements - sub-lease of Land upon which Solar Plants are situated - sale of solar energy by the buyer exclusively to GHIAL
2. Date of issue of the Document	10 th August 2020
3. Last date for raising any queries on the RFP Document (Last Date)	21 st August 2020
4. Last date for submission of the Bid (" Bid Due Date ")	25 th August 2020
5. Selection Process	Through E- Bidding and evaluation process
6. Bid Opening Date	1 st September 2020
7. Issuance of Letter of Award (LoA)	On or before 2 nd September 2020

ISSUING AUTHORITY:

M/s. GMR Hyderabad International Airport Limited

Mr. Samrat Pramanik

Head P&C

GMR Aero Towers

Rajiv Gandhi International Airport

Shamshabad, Hyderabad - 500 108

Telangana State, India

DISCLAIMER

This Request for Proposal (“RFP”) is issued by GMR Hyderabad International Airport Limited (hereinafter referred to as “GHIAL”)

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, each recipient should make, the same shall be its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither GHIAL nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not purport to, contain all the information that a recipient may require. Neither GHIAL nor any of its officers or employees nor any of its advisors nor consultants undertake to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or correct any inaccuracies therein. Recipient of this RFP is advised to carry out its own investigation, along with the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed operation and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to this RFP at Rajiv Gandhi International Airport.

This RFP includes certain statements, estimates, projections, targets and forecasts. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of GHIAL, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

The Bidder are prohibited from any form of collusion, cartel or arrangement to influence the selection and award process. Giving or offering of any gift, bribe or inducement to any officer/employee of GHIAL or to any other person in a position to influence the decision of GHIAL for showing any favour in relation to this RFP or any other matter related to it, shall render the relevant Bidder to such liability/penalty as GHIAL may deem proper, including but not limited to rejection of the Bid of such Bidder.

This RFP is subject to the laws of India and no right whatsoever shall accrue to any interested party or Bidder by virtue of this RFP to contest this RFP or contents thereof. However the present RFP Document shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana State, India.

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

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No extension of time shall be granted under any circumstances to any Bidder for submission of their Bid including, but not limited to, on the grounds that the Bidder did not obtain a complete set of the RFP, or on any other ground(s). Each Bidder should satisfy itself that the RFP is complete in all respects. Extension of time, if any, shall be at the sole discretion of GHIAL with or without assigning any reason whatsoever.

SECTION 1

REQUEST FOR PROPOSAL (RFP)

Sub: Buying of two solar power plants of 5MW each, from GMR Hyderabad International Airport Limited ('GHIAL') - Novation of subsisting Operation and Maintenance agreements and sub-lease of Land, upon which Solar Plants are situated, by GHIAL - sale of solar energy by the buyer exclusively to GHIAL - reg.

1. This RFP is issued by GHIAL in connection with the buying of two solar power plants 5MW each by the Selected Bidder. Out of said two solar power plants one solar plant is in operation and another solar plant is expected to be operational by October 2020. The subsisting Operation and Maintenance agreements shall be novated with all rights and obligations and the Land upon which Solar Plants are developed shall be given on sub-lease to the Selected Bidder and thereafter the Selected Bidder shall sell the solar energy generated from the Solar Plants exclusively to GHIAL, at Rajiv Gandhi International Airport, Shamshabad, Hyderabad.
2. The sub-lease rent fixed for the Sub-Lease Land is Rs.3,25,000/- per annum with an annual escalation of 5% on last paid sub-lease rent.
3. GHIAL reserves the right to accept or reject any Bid or annul the selection process and reject all Bids at any time prior to the award of the contract, without incurring any liability or any obligation whatsoever in any form to any Bidder.
4. This RFP includes the following documents:

Section 1	-	Request for Proposal
Section 2	-	Definitions
Section 3	-	Details of Solar Plants
Section 4	-	Contents of Bid
Section 5	-	Annexures I to VII

SECTION 2

DEFINITIONS

“**Airport**” means the Rajiv Gandhi International Airport located near Shamshabad, Hyderabad, in Telangana State, designed, financed, constructed and presently operated and maintained by GHIAL at Shamshabad near Hyderabad in Telangana State;

“**Airport Land**” means land admeasuring about 5492 acres given on lease by GoT to GHIAL under a land lease agreement dated 30.09.2003 (hereinafter defined as Head Lease Agreement);

“**Airport Users**” means the persons using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, GHIAL, statutory authorities, passengers, airlines & their representatives, staff & retail, commercial ventures operating from or in connection with the Airport and other users of the commercial developments carried out or being carried out or carried on by GHIAL or by its subsidiaries or joint ventures, within the total Airport Land;

“**Applicable Law**” means all laws, brought into force and effect by GoI or GoT including rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

“**Bid**” means the proposal submitted by the Bidder including the annexures/schedules etc., thereto

“**Bidder/s**” shall mean the applicant/s submitting its Bid pursuant to this document;

“**Bid Due Date**” shall mean last date for receipt of the Bid including this RFP document duly signed and sealed on all pages.

“**Bid Evaluation**” shall have the meaning assigned in clause 1.21

“**Bid Security**” has the meaning detailed in clause 1.9

“**Bid Validity Period**” has the meaning detailed in clause 1.10

“**Business Day**” shall mean a day on which commercial banking institutions in Hyderabad are open for business;

“**Concession Agreement**” means the concession agreement executed between the Government of India through Ministry of Civil Aviation and GHIAL;

“**Financial Bid**” / “**Financial Offer**” shall mean the unconditional and binding financial Bid/offer submitted by the Bidder.

“**GHIAL**” means GMR Hyderabad International Airport Limited

“**GHIAL Representative**” means the person or persons nominated by GHIAL from time to time to represent GHIAL in respect of this RFP;

“**GoI**” means the Government of India and any of its duly authorised agency, authority, department, ministry or person (whether autonomous or not);

“**GoT**” means the Government of Telangana and any agency, authority (including any regulatory authority) department, inspectorate, ministry or statutory person (whether autonomous or not) (including any successor therefor) under its control and direction;

“**Governmental Approval (s)**” means all consents, licenses, approvals, orders, permits, sanctions to be obtained by the Selected Bidder;

“**Head Lease Agreement**” means the land lease agreement dated 30.09.2003 executed between GoT and GHIAL;

“**Letter of Award**” shall mean a document confirming the selection of a Selected Bidder issued by GHIAL;

“**Operation and Maintenance / O&M**” shall mean operation and maintenance of Solar Plants to be carried out by Selected Bidder;

“**Relevant Authorities**” means the GoI or GoT or any other regulatory authority appointed by GoI or GoT having jurisdiction in relation to the subject matter of this RFP under Applicable Law and shall where appropriate include the local authority viz., Notified Area and GHIAL;

“**Sale Deed**” shall mean the sale agreement to be executed by the Selected Bidder with GHIAL within 30 (thirty) days from the date of LoA.

“**Selected Bidder**” means one of the Bidder who is selected by GHIAL pursuant to the Bid submitted by such Bidder, to buy, Operate & Maintain the Solar Plants and to sell the solar energy produced to GHIAL at a rate agreeable mutually under the Bid.

“**Solar Plants**” shall mean two solar power plants of 5MW each which are developed by GHIAL on the Land and is the subject matter of this RFP and more so fully detailed in the Section 3 of this RFP.

“**Sub-Lease Agreement**” means the sub-lease agreement to be entered into by the Selected Bidder with GHIAL in relation to the sub-lease land (defined hereafter) on which the Solar Plants are developed;

“**Sub-Lease Land/Land**” means an extent of land admeasuring about 44 acres demarcated and on which the Solar Plants are developed;

SECTION 3

A. SCOPE OF RFP AND DETAILS OF SOLAR PLANTS

Pursuant to the concession granted under the Concession Agreement by the GoI and by virtue of Head Lease Agreement by the GoT (erstwhile united Andhra Pradesh) GHIAL owns 10MW Solar Plants, out of which 5MW of solar power plant is already operational and another 5MW solar power plant is expected to be operational by October 2020, constructed by it within the Airport Land. The Solar Plants has over 31780 modules of solar panels, each having a fixed 14 Deg tilt for maximum sun exposure. These modules are based on Poly Crystalline technology, which is among one of the most efficient technologies available. The Solar Plants is equipped with an advanced SCADA (Supervisory Control and Data Acquisition) system, through which remote monitoring is carried out. This is a grid connected system for the captive use by GHIAL for the Airport operations.

The green energy, thus produced by the Solar Plants, is equivalent to the electricity requirement sufficient for about 4800 homes. Generated electricity is connected through overhead line and the length is approx. 5 Km's from solar plant to grid connected location (10 MVA Substation).

The existing operational solar plant of 5MW eliminates approx. 20 metric tonnes of carbon emissions every day (approx. 7100 metric tons in a year). The solar energy, thus produced, also translates into conservation of natural resources by avoiding consumption of 12 tonnes of coal and 76800 litres of water per day when compared to thermal electricity production. Further, this is also equivalent to planting more than 19 Lac trees in terms of absorbing carbon dioxide (CO₂) from the atmosphere.

GHIAL has decided to sell the Solar Plants to a successful Bidder who can buy, operate, maintain and manage the said Solar Plants and take the Land on sub-lease basis. Further, the Selected Bidder shall sell the solar power generated from the Solar Plants exclusively to GHIAL at a mutually agreed rate so as to continue to use the green energy for the reasons mentioned above.

With this view GHIAL is issuing this RFP to the Bidder.

SECTION 4
CONTENTS OF BID

1. INTRODUCTION

General

- 1.1 The process of selection of the Selected Bidder shall be in accordance with the timelines and procedures mentioned hereinafter.
- 1.2 The Bidder should submit only one Bid and if the Bidder submits or participates either in its name or as a joint venture or as a consortium or any of its group company, in more than one Bid, the Bidder shall be disqualified.

1.3 Single stage bidding process

- 1.3.1 For selecting the Selected Bidder, single stage bidding process will be adopted, wherein there will not be a separate pre-qualification phase and the interested parties are required to submit only one Bid. The Bid shall be submitted in three parts, viz.:

- Part 1: Basic Submissions (refer clause 1.21.2 & 2.2)
- Part 2: Qualification Bid (refer clause 1.22)
- Part 3: Financial Bid (refer clause 1.23)

The evaluation of Bid would be carried out in three stages. The first stage would involve a test for responsiveness based on Basic Submissions (Part 1). The Bids that are found to be responsive would be evaluated for the next stage i.e., Qualification Stage. In the Qualification Stage the Qualification Bid (Part 2) comprising information of the parties on their technical and financial capability would be evaluated. Based on this stage, only those Bids which meet the threshold technical and financial capabilities as set out in this RFP would be short listed / qualified and their Financial Bid (Part 3) would be evaluated for selection of the Selected Bidder.

- 1.3.2 The Bidder is required to submit its Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimize likely misunderstanding of the Bids submitted by the Bidder, the format in which Bidder will specify the fundamental aspects of their Bids have been broadly outlined in this RFP.
- 1.3.3 The responsive Bids and Bidder found to possess threshold technical and financial capabilities will undergo a final financial evaluation. On the basis of this evaluation process, GHIAL will issue a Letter of Award to the Selected Bidder.

Following the issue of the Letter of Award, within 30 (thirty) days, the Selected Bidder shall execute the Sale Deed and other agreements as detailed in this RFP to conclude the sale of the Solar Plants as described herein this RFP.

1.4 Eligible Bidder:

Technical:

- (a) The Bidder may be a firm or a company registered under the relevant laws of India.
- (b) The Bidder should be in the business of providing solar energy supply or should be engaged in operating and maintaining any solar power plant or plants and should have been incorporated under the relevant laws of India.
- (c) The Bidder should have not been disqualified or barred by any law in force in India.
- (d) The Bidder should not have been barred in dealing in the solar power plants or dealing in the solar energy related services.

Financial:

The financial capability (to be submitted as per **Annexure V**) of the Bidder shall be evaluated based on the following criteria:

Equity Capital: The equity capital of the Bidder shall be a minimum of INR 5 Crore

Business Experience: the Bidder should have at least 20 MW of solar power plant in its business portfolio with at least 6 month of experience in operating, managing and maintenance of the same.

The Bidder meeting the aforesaid criteria and subject to provisions of this document, will be qualified and short listed for final selection by GHIAL. GHIAL shall have the sole right to finally choose the offer that is in the best interest of GHIAL.

1.5 Bid Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process. GHIAL shall not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.6 Clarifications

A Bidder requiring any clarification on this RFP may notify the same to GHIAL in writing to the email provided. Bidder should send in their queries latest by the Last Date for receiving queries as given in the schedule of Bidding Process.

1.7 Amendment of RFP

GHIAL may modify this RFP by issuing an addendum/corrigendum before the Bid Due Date. Any addendum/corrigendum thus issued shall be part of this RFP and shall be communicated in writing.

To give the Bidder reasonable time in which to take addendum/corrigendum into account in preparing their Bids, GHIAL may, at its sole discretion, may extend the Bid Due Date.

1.8 PREPARATION AND SUBMISSION OF BID

1.8.1 Language of the Bid

The language of Bid and related documents and correspondence shall be in English as per this RFP. Supporting documents and printed literature furnished by Bidder along with the Bid may be in any other language provided that they are accompanied by translations in the English Language and certified by the concerned Embassy / High Commission / Consulate of the country of origin of Bidder, in India. Supporting materials, which are not translated into English Language, shall not be considered for evaluation.

1.9 Bid Security

The Bid shall be accompanied by a Bid Security, valid for ninety (90) days beyond the Bid Validity Period (detailed below) given in this RFP. The Bid Security of **INR 1,00,000/- (INR One lakh only)** shall be kept valid throughout the Bid Validity Period including any extensions. GHIAL reserves the right to reject the Bid submitted by any Bidder which does not contain the Bid Security or in the event the Bidder fails to extend the validity of the Bid Security in line with the provisions of this condition.

The Bid Security shall be remitted in favour of **“GMR Hyderabad International Airport Limited”** as per the below mentioned details:

Name in Account: GMR HYD INT AIRPORT OP PERIOD AC-Escrow

Account Number: 000805015236

IFSC Code: ICIC0000008

Branch Name and Code: ICICI Bank, 500229002 (Khairathabad Branch).

The Bidder shall forgo its right to claim refund of the Bid Security in the following circumstances:

- (i) If the Bidder withdraws its Bid at any stage of bidding process.
- (ii) If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.

The Bid Security paid by the Selected Bidder shall be returned on execution of appropriate definitive deeds failing which the Selected Bidder shall lose its right to claim back the same.

The Bid Security of the unsuccessful bidder shall be returned within fifteen (15) days from the selection of the Selected Bidder. It is hereby clarified that the Selected Bidder shall be selected after the completion of the bid evaluation.

1.10 Bid Validity Period

1.10.1 The Bid shall remain valid for a period not less than ninety (90) days from the Bid Due Date. GHIAL reserves the right to reject any Bid, which does not meet the requirement.

1.10.2 In exceptional circumstances, prior to expiry of the original Bid Validity Period, GHIAL may request the Bidder to extend the period of validity for a specified additional period. The request and the Bidder responses shall be made in writing. GHIAL reserves the right to reject the Bid submitted by any Bidder who fails to extend the period of validity of its Bid in line with the provisions of this clause.

1.11 Project Inspection and Site Visits

The Bidder, at its own cost, may visit and examine the Solar Plants and its surroundings and obtain all information that may be necessary for preparing its Bid. The costs of visiting the site shall be borne by the Bidder and GHIAL shall not be liable or responsible in this regard.

1.12 Format and Signing of Bid

1.12.1 The Bidder would provide all the information as per this RFP. GHIAL reserves the right to evaluate only those Bids that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

1.12.2 The Bid should be submitted in three parts:

“Part 1: Basic submissions” shall consist of details mentioned in Clause 2.2 of this RFP.

“Part 2: Qualification Bid” shall consist of the details mentioned in **Annexure I to VII** of this RFP.

“Part 3: Financial Bid” shall consist of the details mentioned in Clause 1.4 or any other relevant condition of this RFP.

1.12.3 The Bidder shall prepare and submit its Bid in electronic mode and in the PDF form which should be legible and the pages are duly numbered.

1.12.4 The pages and volumes of each part of the Bid shall be clearly numbered and stamped and the contents of the Bid shall be duly indexed.

1.12.5 The Bid shall be typed or printed. The Bid shall be signed and each page of the Bid shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney as per the format provided in **Annexure II** of this RFP.

1.12.6 The numbers contained in the financial Bid should be clear and legible and no over writing is permitted. Any signs of tampering will lead to the rejection of the Financial Bid. Further, the amount per annum should be clearly and separately mentioned.

1.13 Marking of Bid

1.13.1 The Bidder shall mark each Part (Basic Submissions, Qualification Bid and Financial Bid) of the Bid marking as “**BASIC SUBMISSIONS**” or “**QUALIFICATION BID**” or “**FINANCIAL BID**” as appropriate.

The title of Bid shall clearly bear the following identification.

“Bid – for Buying of two solar power plants 5MW each, Novation of subsisting Operation and Maintenance agreements, sub-lease of Land upon which Solar Plant is developed, by GMR Hyderabad International Airport Limited (GHIAL) and sale of solar energy by the buyer to GHIAL, at Rajiv Gandhi International Airport, Shamshabad, Hyderabad, India”

1.13.3 Each of the submissions shall indicate the complete name, address, telephone number with PIN code of the Bidder.

Each of the submissions shall be addressed to:

Email ID: GHIAL-SOLAR-RFP@gmrgroup.in

1.13.4 GHIAL reserves the right to reject any Bid which is not in compliance with this RFP.

1.14 Bid Due Date and Time

1.14.1 Bid should be submitted before 1400 hours Indian Standard Time (IST), on or before 25th August 2020 as stated in the Schedule of Bidding Process, at the aforesaid address given in Clause 1.13.3, in the manner and form as detailed in this RFP. Bid submitted by either facsimile transmission or telex will not be accepted.

1.14.2 GHIAL may, in exceptional circumstances and at its sole discretion, extend the Bid Due Date by issuing an addendum/corrigendum.

1.15 Late Bid

Bid received by GHIAL after 1400 hours IST on the 25th August 2020 will be rejected.

1.16 Modifications / Substitution / Withdrawal of Bid

1.16.1 The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by GHIAL before or by the Bid Due Date and Time. No Bid shall be permitted to be modified, substituted or withdrawn by the Bidder after the Bid Due Date and Time.

1.16.2 The modification, substitution, or withdrawal notice shall be prepared and each page of the notice shall be stamped and signed. The notice shall be submitted through an email mentioned above and marked as “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.

1.17 EVALUATION PROCESS

GHIAL would subsequently examine responsiveness of the Bid in accordance with the criteria set out in this RFP.

1.18 Non-Discriminatory and Transparent Bidding Proceedings

The rules for the bidding proceedings are applied in a non-discriminatory, transparent and objective manner.

1.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person not officially concerned with the process. GHIAL will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. GHIAL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

1.20 Clarifications

To facilitate evaluation of Proposals, GHIAL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Notwithstanding anything contained in the RFP. GHIAL reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Bid.

1.21 Bid Evaluation

The Bidder, whose Bid is found to be responsive Bid, meets the threshold technical, and financial capability criteria, offers the best quote to GHIAL shall be selected and such selected Bidder shall enter into a sale deed.

STAGE I

1.21.1 In Stage I of Bid Evaluation, the Basic Submissions submitted by the Bidder shall be checked for compliance with the requirements of this RFP. Prior to evaluation of Technical Qualification and Financial Bid, GHIAL will determine whether each Bid is substantially responsive to the requirements of this RFP. Any inadequacy or omission with regard to the criteria mentioned in Basic Submissions as defined in Clause 2.2 of this RFP shall be rejected. The details as mentioned in Clause 2.2 are reiterated below:

1.21.2 A Bid shall be considered as responsive if the Bid satisfies the criteria stated below:

- (i) submitted with Basic Submissions as stipulated in this RFP.
- (ii) is received by the Bid Due Date including any extension thereof.
- (iii) is signed and marked as stipulated in this RFP.
- (iv) contains all the information in formats specified in this RFP.
- (v) mentions the validity period of the Bid.
- (vi) provides the information in Reasonable Detail (“Reasonable Detail” means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by GHIAL without communication with the Bidder). GHIAL reserves the right to determine whether the information has been provided in Reasonable Detail.

1.21.3 A Bid is substantially responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- (i) Which affects in any substantial way the scope, quality or performance, or
- (ii) Which limits in any substantial way, inconsistent with the RFP, rights of GHIAL or the obligations of the Bidder, or
- (iii) Which would affect unfairly the competitive position of other Bidder presenting substantially responsive bids.

1.21.4 GHIAL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GHIAL in respect of such Bid.

1.22 Evaluation of Qualification Bid (STAGE II)

1.22.1 In Stage II of Bid Evaluation, only those Bids that are found to be responsive to the requirements of this RFP would be opened for assessing their qualification for technical and financial capability.

1.22.2 The technical and financial capability of the Bidder would be assessed based on the evaluation process and threshold requirements as set by GHIAL

1.23 Evaluation of Financial Bid (STAGE III)

1.23.1 GHIAL will consider the 'FINANCIAL BID' of the Bidder, who passes through the Qualification stage (Stage II).

1.23.2 The Bidder will be ranked on the basis of the amount quoted by each Bidder and the Selected Bidder will be the one who will offer the highest amount for buying the Solar Plants and agrees to sell the solar power to GHIAL at the lowest rate.

It is hereby clarified that the Bidder shall be selected vide the evaluation process, depending on its Bid and its credentials and experience. GHIAL at its sole discretion shall select the Bidder for the evaluation process.

1.23.3 In the event two or more Bidders quote the same amount, GHIAL may at its sole discretion:

- (i) invite fresh Financial Bid only from those Bidder quoting same amount (Format of the revised financial bid is enclosed in **Annexure VII**); or
- (ii) take any such measure as it may deem fit and proper , including annulment of the bidding process

1.24 Notification:

The Selected Bidder who offers the highest amount for buying the Solar Plants and agrees to sell the solar power to GHIAL at the lowest rate would be considered for being declared as the Selected Bidder and will be issued the Letter of Award.

1.25 Execution of Definitive Deed

The Selected Bidder shall execute the definitive sale deed, power purchase agreement and other agreements/undertakings/documents, within 30 (thirty) days of the Letter of Award

1.26 The Selected Bidder shall ensure that the sale transaction is completed within a period of 30 (thirty) days from the issue of Letter of Award, in the event of failure it shall loose its right to claim refund of the Bid Security and shall entail GHIAL to take any other measure as it may deem fit and proper, including cancellation of the Letter of Award.

SECTION 4
CONTENTS OF BID

2.1 Main submission:

The Bid shall include:

- a) A Bid for qualification in the prescribed formats
- b) A Financial Bid in the prescribed format (**Annexure VII**)

2.2 Basic submissions

The Basic submissions shall consist of:

- a) Covering letter clearly stating the validity period of the Bid in the prescribed format **Annexure I.**
- b) Power of Attorney for signing the Bid, as per the prescribed format **Annexure II.**
- c) Board Resolution, as per the prescribed format in **Annexure III**
- d) Information about the Bidder as per the prescribed format in **Annexure IV**
- e) Format for establishing Financial Criterion/Capability - **Annexure V**
- f) Affidavit as per the prescribed format in **Annexure VI**
- g) Financial Bid as per the prescribed format in **Annexure VII**

SECTION 3

ANNEXURE I

**FORMAT FOR COVERING LETTER FOR BID SUBMISSION
(On the Letterhead of the Bidder)**

Date:

To,
GMR Hyderabad International Airport Limited,
GMR Aero Towers,
Rajiv Gandhi International Airport,
Shamshabad,
Hyderabad- 500 108

Dear Sir,

Sub: Buying of two solar power plants of 5MW each, Novation of subsisting Operation and Maintenance agreements, sub-lease of Land upon which Solar Plant is developed, by GMR Hyderabad International Airport Limited (**GHIAL**) and sale of solar energy by the buyer to GHIAL, at Rajiv Gandhi International Airport, Shamshabad, Hyderabad - reg.

Being duly authorized to represent and act on behalf of M/s _____. I, the undersigned, having reviewed and fully understood all of the Bid requirements and information provided, hereby submit the Bid. The information submitted herewith is true and correct.

I am enclosing the Bid, with the details as per the requirements of this RFP, for your evaluation. The Bid shall be valid for a period of ninety (90) days from the Bid Due Date.

GHIAL and its authorized representatives are hereby authorized to conduct any enquiries or investigations to verify the statements, documents and information submitted in connection with this Bid this letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this applications or with regard to the resources, experience and competence of the Bidder.

We understand that short-listing of the Bidder by GHIAL shall not be construed as a right for being selected as Selected Bidder till the decision to award is finalized by GHIAL.

We understand that any omission, commission, mis-statement and in factual statement by us will make our Bid invalid at any time during the selection process and also after award of the Letter of Award and GHIAL reserves the right to take appropriate action accordingly.

We, understand that GHIAL reserves the right to accept or reject any Bid and further it has the right to postpone and/or cancel, or short list any Bidder as the Selected Bidder without assigning any reason whatsoever. Further, we acknowledge and agree that the present RFP Document shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana State, India.

**Signature of the Authorised Person
Name & Designation**

ANNEXURE II

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____, R/o _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the Bid including signing and submission of all documents and providing information / responses to GHIAL representing us in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address) Accept

.....(Signature)

(Name, Title and Address of the Attorney)

ANNEXURE III

BOARD RESOLUTION FORMAT

(On the Letter Head of the Bidder)

EXTRACT OF THE MINUTES OF THE RESOLUTION OF THE BOARD MEETING OF
_____ HELD ON _____ AT _____

AUTHORIZATION TO SUBMIT THE BID

“RESOLVED THAT the Board be and is hereby accords its consent for executing the documentation for _____.”

“FURTHER RESOLVED THAT the Board be and hereby authorized Mr _____ of the Company to sign, execute the documents, agreements and other related acts, deeds with for the purpose of Bid submission”

//CERTIFIED TRUE COPY//

FOR _____

DIRECTOR/COMPETENT AUTHORITY

ANNEXURE IV

(On the Letterhead of the Bidder)

INFORMATION ABOUT THE BIDDER

(Please provide the following information and attach separate sheets, if necessary).

(I) Background Information on Bidder

1 Name of Bidder: _____

2 Registered Address: _____
Telephone Number : _____
Fax Number : _____

3 Number of branches:

4 Number of related domain where the Bidder has presence and experience in the subject matter:

Details of contact person for clarification of Bid submitted:

Name : _____

Telephone No. : _____

Fax No. (if different from above): _____

Mobile No. : _____

Email : _____

(II) Type of Business and business activities and mode of operation the business:

ANNEXURE V
(On the Letterhead of the Bidder)

FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER

Paid up Equity Capital (INR) as on March 31, 2020

Experience of Ownership, Operations and Management of Solar Power Plant in past 6 month:

Signature of Authorised Person

Note:

1. The above stated Financial Capability shall be duly certified by a Statutory Auditor.

ANNEXURE VI

FORMAT FOR AFFIDAVIT

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

- 1) I, the undersigned, do hereby certify that all the statements made in our Bid are true and correct.
- 2) The undersigned also hereby certifies that neither our firm/company M/s_____ nor any of its directors/constituent partners have abandoned any work done for any State Government/ Government of India/any other government organizations and their related concerns in India or abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GHIAL to verify this statement or regarding my/ our competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of GHIAL.
- 5) Further confirmed that there are no previous or existing litigation filed or pending against GHIAL and GMR Group. (in case any such litigation was filed or pending, the Bidder should provide the details of all such litigation)

Signed by an authorized Officer of the Company

Title of Officer

Name of the Company

Date

ANNEXURE VII

(On the Letterhead of the Bidder)

FORMAT FOR THE SUBMISSION OF THE FINANCIAL BID

We [Name of the Bidder] hereby offer to pay to GHIAL, an amount of INR as sale consideration for buying the Solar Plants as mentioned in the RFP dated

We hereby offer the solar power to GHIAL at Rs. _____/MWH with no escalation for the residual tenor of 20 years for solar power plant 1 and 25 years for solar power plant 2.

The above offer is exclusive of all applicable taxes under the Applicable Law including but not limited to GST. We have carefully read and understood the terms and conditions of the RFP and its Annexures issued by the GMR Hyderabad International Airport Limited.

[Signature of the Bidder]

Name _____

Status _____

Address _____

Tel no (Office) _____

Witness:

General Instructions for submission of the Bid

1. The RFP Document shall be submitted as detailed in this RFP and shall be super scribed as “Bid – for Buying of two solar power plants 5MW each, Novation of Operation and Maintenance agreements, sub-lease of Sub-Lease Land upon which Solar Plant is developed, by GMR Hyderabad International Airport Limited (**GHIAL**) and sale of solar energy by the buyer to GHIAL, at Rajiv Gandhi International Airport, Shamshabad, Hyderabad.
2. All costs incurred in submitting the Bid by the Bidder, in providing clarification or attending discussions, conferences, or site visits, stationery cost and other expenses shall be borne by Bidder and no such cost or costs shall be reimbursed by GHIAL.
2. At any point of time during the bidding process, if required by GHIAL, it is the Bidder’ responsibility to provide such evidence of their eligibility as per the terms of this RFP, to the satisfaction of GHIAL.
3. The Bid must be submitted, duly signed by the Bidder (or a member authorised to sign the Bid on behalf of the Company/ Firm) under the “Covering Letter for Bid Submission” the format for which is provided at **Annexure I** of this RFP.
4. Incomplete document or documents with incomplete details shall be out rightly rejected by GHIAL.
5. The Bid, details furnished and all other supporting documents should be in the English language only.
6. The enclosed Annexures should be filled in completely and wherever not applicable it should be written as “Not Applicable”.
7. The person signing the RFP and Bid for submission shall enclose Power of Attorney duly authorized and notarized. The power of Attorney shall be backed by copy of the board resolution in case of Company / declaration signed by all partners in case of a Partnership Firm of the Bidder in his/ her favour
8. Financial data, project costs, value of works etc. should be mentioned in Indian Rupees only.
9. GHIAL reserves the right to qualify or reject any applicant from participation without assigning any reason. Further, it shall have the right to annul the entire process at its discretion without assigning any reason whatsoever.
10. The information furnished must be sufficient to show that the Bidder is capable of purchasing the Solar Plants.
11. The RFP is not transferable.
12. The Bidder while submitting the duly filled in schedules shall enclose latest copies of all relevant brochures and technical documents giving more information about the Bidder.
13. In case the Bidder intends to give additional information for which specified space in the given format is not sufficient the information can be furnished in a separate sheet and attach the same to the RFP Document.
14. No corrections and /or over writings shall be permitted in the Bid. If GHIAL finds the Bid with any overwriting, corrections etc., GHIAL may at its discretion reject the same without assigning any reason whatsoever.

15. GHIAL reserves the right to cross check and confirm the information details furnished by the Bidder. The Bidder shall indemnify and hold harmless GHIAL for any defaults and damages caused by the Bidder to GHIAL.
16. The Bidder should submit all the details of any pending litigation or previous litigation filed by it against GHIAL or GMR Group. Further, the Bidder should explain the brief history of any litigation or arbitration filed against GHIAL or GMR Group . The Bidder should indicate for each case the year, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against.
17. The Bidder should explain if it or any of its constituent partners has been debarred/ expelled by any Agency/Government during the preceding three (03) years. The details of each of the cases with reasons should be furnished.
18. The Bidder should provide the details if declared bankrupt during the preceding five (05) years.
19. The Bidder shall submit its Financial Bid in the format detailed in **Annexure VII**.
20. The Bidder has to submit the proposed operations plan.
21. The Bidder should note that in case the Bidder is declared as Selected Bidder, their right to own, operate and maintain the Solar Plants shall be subject to the provisions of Concession Agreement and the Head Lease Agreement.

For further details contact:

GMR Hyderabad International Airport Limited,
Mr. Samrat Pramanik, Head P&C
3rd Floor, GMR Aero Towers,
Rajiv Gandhi International Airport,
Shamshabad, Hyderabad- 500 108
Telangana State, India
GHIAL-SOLAR-RFP@gmrgroup.in