

INVITATION FOR EXPRESSION OF INTEREST

**TO DESIGN, DEVELOP, OPERATE, MAINTAIN AND MANAGE
F&B SERVICES**

**AT HYDERABAD INTERNATIONAL AIRPORT
AT SHAMSHABAD, TELANGANA**

REF. NUMBER: GHIAL /IEOI /NONAERO/02

DISCLAIMER

1. This Invitation for Expression of Interest (“**IEOI**”) is neither an agreement nor an offer by GMR Hyderabad International Airport Limited (“**GHIAL**”) to the Interested Parties (defined in Clause 2.3) or any other person. The purpose of this IEOI is to ascertain Interested Parties in the market who have the requisite experience in designing, developing, operating, maintaining and managing Food & Beverage Services (hereinafter called as “**F&B Services**”) at Hyderabad International Airport, Shamshabad, Hyderabad, State of Telangana, India.
2. The information, assumptions, assessments and statements set out herein do not purport to contain all the information that each Interested Parties may require. This IEOI may not be appropriate for all persons, and it is not possible for GHIAL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this IEOI. The information, assumptions, assessments and statements contained in this IEOI may not be complete, accurate, adequate or correct. This IEOI do not purport to contain all the information that may be required by Interested Parties to evaluate the business opportunity, and/or its commercial potential/value and each Interested Parties should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information, assumptions, assessments and statements contained in this IEOI and obtain independent advice from appropriate sources.
3. GHIAL, its directors, employees, representatives and advisors make no representation or warranty in this IEOI, and shall incur no liability in respect of this IEOI under any law, contract or otherwise. Further all information contained herein or made available to the Interested Parties shall remain confidential and each Interest Party by downloading this IEOI has accepted and undertakes to maintain strict confidential of all such information and shall not disclose it to any other person, except its directors, employees and consultants, engaged in the submission of IEOI.
4. GHIAL may, in its sole discretion, but without being under any obligation to do so, modify, amend or supplement, the information in and/or terms of, this IEOI.
5. The issuance of this IEOI does not imply that GHIAL is bound to (a) select and shortlist any or all the Interested Parties who submit an IEOI pursuant hereto, (b) conduct a bid process subsequently, and/or (c) award the license to any person (including an applicant who submits an interest pursuant hereto) for designing, developing, operating, maintaining and managing the F&B Services (as set out herein) at Hyderabad International Airport, Shamshabad, Telangana, India
6. The prospective applicants shall bear all costs associated with the preparation and submission of their interests, any subsequent technical discussions with/presentations to GHIAL. GHIAL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of this IEOI process.
7. Notwithstanding anything contained in this IEOI, GHIAL reserves the right to accept or reject any expression of interest and/or to annul this IEOI process at any time without any notice, liability or any obligation, and without assigning any reasons therefor.
8. This IEOI document is not intended to form the basis of a decision to enter into any transaction with respect to the concession or any other investment decision and do not constitute an offer, invitation or recommendation to enter into or make any such transaction or decision.

1. INTRODUCTION

- 1.1 Pursuant to a concession agreement executed by the Government of India through Ministry of Civil Aviation on 20.12.2004 (hereafter referred to as '**Principal Concession Agreement**') and a land lease agreement executed by the State Government on 30.09.2003 (hereafter referred to as '**Head Lease Agreement**'), GHIAL has designed, financed, built and is presently owning, operating and maintaining the International Greenfield Airport at Shamshabad, Hyderabad, India ("**Airport**"). The said '**Principal Concession Agreement**' is valid till March 22, 2068. GHIAL has been witnessing a robust passenger growth over the years and is expected to be over 40 million passengers in the coming years.
- 1.2 At present the F&B Services are being provided at the Airport through respective concessionaires and service providers by virtue of concessions/permissions granted by GHIAL.
- 1.3 GHIAL with an intention to further enhance the efficiency, safety and functionality of F&B Services, has decided to grant a long term concession (hereinafter referred to as "F&B Concession") to design, develop, operate, maintain and manage the F&B Services at the Airport ("**Project**").
- 1.4 Through this IEOI, GHIAL wants to ascertain the interest of prospective entities in the Indian market who have the requisite experience, capability and willing to undertake and implement the Project.
- 1.5 Scope of IEOI

GHIAL's vision is to develop a state-of-the-art airport with modern and efficient ancillary facilities and invites the prospects from interested party/ies for the Project who satisfies the minimum eligibility criteria set forth under the Minimum Eligibility Criteria (defined under Clause 2 of this IEOI).

This IEOI is issued with an aim to pre-qualify the Interested Party(ies) for request for proposal ("RFP") stage, during which detailed terms and conditions together with the draft F&B Concession Agreement will be shared with the pre-qualified Interested Party(ies) of the IEOI stage.

GHIAL has appointed Mr. PT&M as Bid Manager to undertake/run the bid process for the Project.

2. MINIMUM ELIGIBILITY CRITERIA

- 2.1 GHIAL invites applications from the interested party(ies) ("Interested Parties") for the Project who satisfies and meets the **Minimum Eligibility Criteria** i.e., technical capability set out in Clause 2.2 ("**Technical Capability**") and financial capability set out in Clause 2.3 ("**Financial Capability**"), and who do not have a Conflict of Interest as set out under Clause 2.4, are invited to submit their interest, in accordance with the terms of this IEOI.
GHIAL has adopted a two-stage competitive bidding process ("Bidding Process").

a) Shortlisting of qualified Interested Parties ("Qualified Interested Parties") for the next round of the Bidding Process i.e., the "RFP Stage"

b) RFP Stage for award of the Project to the successful bidder ("Successful Bidder"), who shall be selected for implementing the Project under concession agreement (the "F&B Concession Agreement").

The Bidding Process involves evaluation of qualifications and shortlisting of Interested Parties, who have submitted their IEOI in accordance with the provisions of this IEOI. The Interested Parties should furnish all the information specified in this IEOI. GHIAL shall receive the respective IEOI applications, as modified, altered, amended and clarified from time to time by GHIAL, which shall be prepared and submitted in accordance with the terms of this IEOI, on or before the Due Date mentioned in Clause 3.7 below. Thereafter, GHIAL shall shortlist the Qualified Interested Parties eligible for participation in the next stage of the Bidding Process i.e., the RFP Stage.

The next stage shall comprise of the RFP Stage. The Qualified Interested Parties shall be called upon to submit their bids in respect of the Project, the details of which and the requirements whereof shall be more particularly set out in the RFP ("Bid"). Pursuant to participation of the Qualified Interested Parties in the RFP Stage, GHIAL intends to select 1 (one) Successful Bidder, who shall undertake the implementation of the Project in accordance with the provisions of the RFP and the Concession Agreement (s).

2.2 Technical Capability

For the purpose of demonstrating Technical Capability, an Interested Party should:

- a) have either operated or granted license for, minimum 40 F&B outlets at a single Indian airport having a minimum annual passenger traffic of 20 million in FY 21-22; and
- b) have certificate from the concessioning authority certifying the development and operation of F& B Outlets by the Interested Party/ies in the format provided as per Annexure -1; and
- c) Consortiums are not allowed; and
- d) No Interested Party/ies shall be an entity having any interest (whether by way of equity or otherwise) in any airline operator (whether domestic or international)

For the purposes of demonstrating Technical Capability in accordance with this Clause 2.2, an Interested Party/ies may rely on the experience of 1 (One) or more of its Affiliates. For the purposes of this IEOI, the term 'Affiliate' is defined below:

"Affiliate" with respect to an entity shall mean any person which, (a) Controls such entity, (b) is Controlled by such entity, or (c) is Controlled by the same person who, Controls such entity.

Further, as used in the definition of 'Affiliate' and elsewhere in this IEOI, the meaning of the term 'Control' is set out below:

"Control" shall mean: (i) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner; or (ii) the direct or beneficial ownership of 26% (Twenty-Six percent) or more of the issued and paid-up equity share capital. The terms "*Controls*" and "*Controlled by*" shall be construed accordingly.

2.3 Financial Capability

For demonstrating Financial Capability, an Interested Party/ies shall have:

- (a) a positive net worth as of March 31, 2020 (as per its audited financial statements); and
- (b) a turnover of at least INR 1,000,000,000 (Indian Rupees Hundred Crores) in the financial year 2019-20 (as per its audited financial statements).

For the purpose of this IEOI, net worth (“Net Worth”) shall mean the aggregate value of the paid-up share capital, share premium and all reserves created out of profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For the purposes of this IEOI, the term “net worth” shall have the meaning ascribed to it under the (*Indian*) Companies Act, 2013.

For the purposes of demonstrating Financial Capability in accordance with this Clause 2.3, an Interested Party/ies may rely on the experience of 1 (One) of its Affiliates. Interested Party/ies shall furnish certificate(s) from its statutory auditors certifying such Financial Capability.

2.4 Conflict of Interest

An applicant shall be deemed to have a conflict of interest affecting the IEOI process if (“**Conflict of Interest**”), it Controls, is Controlled by or is under common Control with, any other applicant under this IEOI.

The interest submitted by such applicants who have Conflict of Interest shall be rejected and such applicants shall not be eligible for this IEOI process.

2.5 Provisions relating to debarring/blacklisting:

The following entities will be debarred from applying:

- (a) any entity barred or blacklisted by GMR Group or any of its Affiliates, Central/ State Government, or any entity controlled by it, in the past 3 (three) years, from participating in project of similar nature or in any open/competitive bidding/tendering/other contracting processes conducted by GMR Group or any of its Affiliates, and the bar subsists as on the date of the application, for submitting application;
- (b) any entity not eligible or satisfying the criteria for availing security clearance from the Bureau of Civil Aviation Security (BCAS) in terms of Rule 9 (1) of the Aircraft (Security) Rules, 2011 whereby no aerodrome operator shall commence operation at aerodrome without obtaining the clearance of security arrangements and the approval of the aerodrome security programme from the Commissioner;
- (c) in the last 3 (three) years, the Interested Party(ies), should have neither failed to perform its obligations under any contract, as may be evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Interested Party(ies), nor has been expelled/disqualified from any project or contract by any public entity or have had any contract terminated by any public entity for breach by such Interested Party.

- (d) has against it any pending litigation or proceedings, before any court or authority, in relation to bankruptcy, insolvency, liquidation, dissolution or winding-up, or is declared a sick company;
- (e) a person (including its promoters, directors, partners, beneficial owners or senior management or Affiliates) who is or has entered into any litigation, dispute or breach of contract with GMR Group or any of its Affiliates.
- (f) has materially breached its obligations under any past and/or existing agreement(s) with GMR Group or any governmental authority;
- (g) No Interested Party shall be a scheduled air carrier or any entity in which a scheduled air carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Affiliate of a scheduled air carrier;
- (h) a person otherwise disqualified from participating in the bidding process.

It is clarified that, GHIAL reserves the right to disqualify an Interested Party(ies) from participation in the Bidding Process, in case GHIAL becomes aware of any facts or circumstances, which would have rendered the Interested Party(ies) liable for disqualification under the Qualification Stage.

2.6. Qualified Interested Party

IEOI received from the Interested Party(ies), who are eligible as per Clause 2.5 and who are not debarred in accordance with Clause 2.6 shall qualify for RFP stage. GHIAL will not entertain any query or clarification from Interested Party(ies) who fail to qualify, including any query in relation to the acceptance or rejection of any IEOI.

2.7 Supporting Documents:

IEOI must be submitted along with the following documents:

- (a) A cover letter along with the confirmations / undertakings as set out hereinabove, in the format as annexed in **Schedule A** hereto.
- (b) General information of the Interested Party(ies) along with detailed profile of the Interested Party(ies) setting out its expertise and capabilities that are relevant for this IEOI i.e. highlighting the expertise and capabilities in undertaking similar works as that of the Project.

For the purposes of demonstrating the satisfaction of Technical Qualification by the Interested Party(ies) and/or its Affiliate (as the case may be), the Interested Party(ies) shall submit the documents in the format as per the Annexures hereto.

- (c) For the purpose of demonstrating the satisfaction of Financial Qualification by the Interested Party(ies) and/or its Affiliate (as the case may be), the Interested Party(ies) shall submit:

- (i) Statutory auditor's certificate certifying the Turnover for the satisfaction of the Financial Qualification under his seal, in the format as annexed hereto;
- (ii) Statutory auditor's certificate certifying the Net Worth for the satisfaction of the Financial Qualification under his seal, in the format as annexed in hereto.
- (d) Certificate from statutory auditors confirming the Affiliate relationship with the Interested Party(ies) in case the either of the Qualification Criteria are met through the Affiliate in the format as annexed in hereto.
- (e) An undertaking from the Interested Party(ies) declaring that it is not disqualified under Clause 2.6 and shall at all times during the period of Project abide by the BCAS guidelines and all applicable laws, rules and regulations, including Court orders, in the format as annexed in hereto.
- (f) A duly notarised and valid power of attorney (to be submitted in original through post) in favour of the authorised signatory ("**Authorised Signatory**") of the Interested Party(ies), for signing and submitting the IEOI in accordance with the terms of this IEOI, in the format as annexed in hereto.

2.8 Form of Submission of IEOI

- (a) IEOIs must be submitted on email to GHAIL-NONAERO@gmrgroup.in within the time and Due Date mentioned under Clause 3.12. However, the Power of Attorney under must be submitted in original through speed post/courier to the address specified in Clause .. above. GHIAL shall not be responsible for the loss or non-receipt or delay in the receipt of the said power of attorney in this regard.
- (b) The IEOI application shall be typed in indelible ink and shall be signed by the Authorised Signatory on behalf of the Interested Party(ies).
- (c) The IEOI and all supporting documents in relation to the IEOI application process shall be in English language only, duly authenticated and certified by the Interested Party(ies).
- (d) All pages of the IEOI application shall be indexed, numbered, stamped, and initialled by the Authorised Signatory signing the application for IEOI.
- (e) Interested Party(ies) should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Interested Party(ies) may format the prescribed forms for making due provision for incorporation of the requested information.
- (f) The IEOI application shall strictly contain no alterations, omissions, or additions, except those necessitated to comply with written instructions issued by GHIAL.

- (g) GHIAL shall not accept any IEOIs received after the stipulated Due Date and time under Clause 3.12. GHIAL's non-consideration of any such IEOIs shall in no way vitiate the IEOI Process nor give rise to any right in favour of or claim by any Interested party(ies).
- (h) The information supplied by Interested Party(ies) must apply to the Interested Party(ies) or to its parent company or its Affiliate named in the IEOI and not, unless specifically requested, to other Affiliate companies or firms.

2.9 Evaluation of IEOI

Based on the details furnished in the IEOI application, GVIAl will issue the RFP document to the shortlisted Interested Party(ies) subject to the Qualifying Criteria mentioned in this IEOI.

2.10 Due Date

IEOI should be submitted latest by 18.00 Hrs (IST) on the Due Date (as mentioned in Clause 1.4 above), in the manner and form as detailed in this IEOI.

2.11 Late Submission

IEOIs received by GHIAL after the Due Date and time as notified by the GHIAL, shall not be eligible for consideration and shall be summarily rejected. GHIAL shall not be held liable for any manner whatsoever.

2.12 Right to accept or reject application

- (a) Interested Party(ies) may note that mere submission of IEOI and/or submission of additional information does not automatically entitle them to any claim.
- (b) GHIAL reserves the right to reject any application if:
 - (i) at any time, a material misrepresentation, fraud, malfeasance is made or discovered; or
 - (ii) the Interested Party(ies) does not provide, within the time specified by GVIAl, the supplemental information sought by GHIAL for evaluation of the application.
- (c) If such rejection occurs after the Due Date and all or most of the Interested Party(ies) get rejected, then GHIAL reserves the right to:
 - (i) extend the Due Date to invite more Interested Party(ies); or
 - (ii) take any such measure as may be deemed fit in the sole discretion of GHIAL, including annulment of the application process.

- (d) GHIAL, at its discretion, may select and award the Project to the Interested Party(ies) in the event GHIAL has received only single IEOI.

2.13 Acknowledgement by Interested Party(ies)

It shall be deemed by submitting the documents, the Interested Party(ies) has/have:

- (a) Made a complete and careful examination of this IEOI;
- (b) Accepted the risk of error, inadequacy or mistake in the information provided in this IEOI by or on behalf of GVIAL; and
- (c) Agreed to be bound by the undertakings provided by it and in terms hereof.

2.14 Amendment/Modification of IEOI process

- (a) At any time, GVIAL may, for any reason, modify or amend the IEOI, including the timelines specified in the IEOI, by the issuance of one or more addenda or amendments, such changes shall be intimated to the parties. In order to give the Interested Party(ies) reasonable time to take the above amendments into account in preparing their IEOI, GVIAL may, at its discretion, extend the Due Date.
- (b) Notwithstanding anything contained in this invitation of IEOI, GVIAL reserves the right to change the basis of or the procedure (including the timetable) relating to the application or bid and the application or bidding process, discontinue, withdraw or annul any part or whole of this application process, accept or reject any or all applications without assigning any reasons whatsoever or without prior notice and without prejudice to its right to re-bid at any time in the future, and in such case no Interested Party(ies) shall have any claim arising out of such action. It also reserves the right to decline to discuss further with any party expressing interest. No reimbursement of cost of any type shall be paid to persons or entities expressing interest. Any decision taken by GVIAL in this regard shall be final and binding on the Interested Party(ies).

3 IEOI PROCESS

3.1 Each interested applicant shall submit its interest (in English language), comprising of the following:

- (a) Details of the applicant in accordance with the format set out in Annexure A;
- (b) Details of its Technical Capability in accordance with the format set out in Annexure B; and
- (c) Details of its Financial Capability in accordance with the format set out in Annexure C.
- (d) Power of Attorney substantially in accordance with the format set out in Annexure D

- (e) Interested applicant shall submit their interest along with a non-refundable application fee of INR 5,00,000/- (Indian Rupees Five Lakhs Only) by way of a demand draft in favour of “GMR Hyderabad International Airport Limited” payable at Hyderabad. Further clarified that the applicant shall not be entitled to seek refund of the said amount if their application is rejected for the reason of such applicant not meeting the Minimum Eligibility Criteria.

3.2 The interest shall be submitted physically or through courier as per the format prescribed in the above said Annexures and also through email at GHAIL-NONAERO@gmrgroup.in

The envelope shall be addressed as follows:

“ATTN. OF:

Bid Manager,
Public Tenders and Marketing

ADDRESS:

**4th Floor, GMR Aero Towers,
Rajiv Gandhi International Airport
Shamshabad, Hyderabad,
Telangana – 500 108**

- 3.8** GHIAL may, in its sole discretion, seek clarifications/additional information from any applicant regarding such applicant’s interest
- 3.9** Applicants who require any clarifications in connection with this IEOI may send an email at GHAIL-NONAERO@gmrgroup.in GHIAL may, in its sole discretion, respond to such queries. Nothing in this IEOI shall be taken or read as compelling or requiring GHIAL to respond to any question(s) or to provide any clarification(s).
- 3.10** GHIAL may, shortlist applicants who have submitted an interest (in accordance with the terms hereof), *inter alia*, on the basis of such applicants satisfying the Minimum Eligibility Criteria, and may invite such shortlisted applicants to participate in the subsequent bid process, if any (the details of the Project including the detailed terms and conditions of the F&B Concession Agreement would be shared with the bidders during such bid process, if any).
- 3.11** GHIAL reserves the right to verify all statements, information and documents submitted by the applicants as part of their respective interests submitted. Any such verification or lack of such verification by GHIAL shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of GHIAL.

3.12. Schedule of IEOI Process

The schedule of IEOI process is as follows:

S. No.	Description	Timeline
1.	Publication of the IEOI on GHIAL Website	16 Feb 2023
2.	Last date for submitting any queries on IEOI	18 Feb 2023
3.	Last date for response to any queries on IEOI	20 Feb 2023
4.	Last date for submission of IEOI	23 Feb 2023

GVIAL reserves the right to change the above schedule at its sole discretion without assigning any reason whatsoever.

4 GOVERNING LAW AND JURISDICTION

This IEOI shall be governed by Indian laws, and the courts at Hyderabad, Telangana shall have exclusive jurisdiction over any disputes arising out of or in connection with this IEOI.

Each applicant hereby declares that it does not have any disputes (closed or pending) with GHIAL and with any other GMR entity and in the event it comes to the knowledge of GHIAL regarding any such disputes, it reserves the sole right to disqualify such applicant at any stage of the IEOI Process without any further intimation or notice to such applicant.

ANNEXURE A
DETAILS OF THE APPLICANT

(Refer to Clause 3.1(a))

[On the letterhead of the applicant]

Date:

To,
GMR Hyderabad International Airport Limited
4th Floor, GMR Aero Towers, Rajiv Gandhi International Airport,
Shamshabad, Hyderabad, Telangana

Subject: Submission of interest for designing, developing, operating, maintaining and managing of F & B Services at the Hyderabad International Airport at Shamshabad, Hyderabad, Telangana India.

Dear Sir,

1. With reference to the Invitation for Expression of Interest (“**IEOI**”) dated [●], issued by you, we, having examined the document and having understood its contents, hereby submit our interest.
2. We acknowledge that GHIAL will be relying on the information provided in the interest submitted by us and the documents accompanying therewith, and we certify that all information provided as part the submissions is true and correct and is not misleading.
3. We acknowledge the right of GHIAL to reject our interest without assigning any reason, and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. We also understand and agree that we shall not be entitled to claim refund of the non-refundable application fee of INR 5,00,000/- (Indian Rupees Five Lakhs Only) in the event our application is rejected for the reason that we do not qualify or meet the Minimum Eligibility Criteria prescribed in the IEOI.
5. The relevant details are set out below:
 - (a) Name of the applicant:
 - (b) Country of incorporation/registration:
 - (c) Address of the corporate headquarters of the applicant:
 - (d) Date of incorporation/registration of the applicant:
 - (e) Date of commencement of business of the applicant:
 - (f) Details of the contact person of the applicant:
 - (i) Name:
 - (ii) Designation:

(iii) Email:

(iv) Phone:

(g) Brief description of the applicant along with the details of its lines of business:

(h) Management capabilities of the applicant (including profiles of the applicant's key personnel):

6. We confirm that we meet the Minimum Eligibility Criteria and we do not have any Conflict of Interest as mentioned in the IEOI. The details of our Technical Capability (in the format set out in Annexure B of the IEOI document) and Financial Capability (in the format set out in Annexure C of the IEOI document), are separately enclosed.
7. We agree and undertake to abide by all the terms and conditions as mentioned in the IEOI.

Unless the context requires otherwise, capitalized terms used but not defined herein shall have the meanings ascribed to such terms under the IEOI.

For and on behalf of [*insert name of the applicant*]

(Authorized signatory)

Name:

Designation:

Email:

Phone:

ANNEXURE B
DETAILS OF TECHNICAL CAPABILITY

(Refer to Clause 3.1(b))

[On the letterhead of the applicant]

Date:

To,
GMR Hyderabad International Airport Limited
4th Floor, GMR Aero Towers, Rajiv Gandhi International Airport,
Shamshabad, Hyderabad, Telangana
Subject: Detail of Technical Capability

Dear Sir,

With reference to the Invitation for Expression of Interest (“IEOI”) dated [●], issued by you, the details of our Technical Capability are set out below.

S No.	Name of entity (i.e. Applicant / Affiliate)	Name and location of airport	Passenger throughput at airport in the relevant financial year in which the specified services was provided (Please also indicate the relevant financial year)	Category of the services (Please specify details of work undertaken or license/ concession granted)	Capacity (Please specify the area / size/ capacity of the facility)	Tenure (Please specify the tenure (i.e. start and end dates for the scope of work)

For and on behalf of *[insert name of the applicant]*

(Authorized signatory)

Name:
Designation:
Email:
Phone:

**ANNEXURE C
DETAILS OF FINANCIAL CAPABILITY**

(Refer to Clause 3.1(c))

[On the letterhead of the Statutory Auditor of applicant]

Date:

To,
GMR Hyderabad International Airport Limited
4th Floor, GMR Aero Towers, Rajiv Gandhi International Airport,
Shamshabad, Hyderabad, Telangana

Subject: Detail of Financial Capability

Dear Sir,

With reference to the Invitation for Expression of Interest (“IEOI”) dated [●], issued by you the details of the Financial Capability of theis as below:

1. Net Worth as of March 31, 2020 (as per audited financial statements)

Name of entity	Net Worth in INR (in figures)	Net Worth in INR (in words)

2. Turnover (as per audited financial statements)

Financial Year	Name of entity	Turnover in INR (in figures)	Turnover in INR (in words)

For and on behalf of

[●]

[insert details of statutory auditor]

Membership Number: [●]

Date: [●]

Place: [●]

ANNEXURE- D
(Refer to Clause 3.1(d))

Power of Attorney for signing of Bid

KNOW ALL MEN BY THESE PRESENTS, We, [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. [●], son/daughter/wife of [●] and presently residing at [●], who is presently employed with us and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the designing, development, operation, maintenance and management of the **F&B Services**, at the Airport proposed or being developed by the GMR Hyderabad International Airport Limited (the “GHIAL”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to GHIAL, representing us in all matters before GHIAL, signing and execution of all contracts including the F&B Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with GHIAL in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the F&B Concession Agreement with GHIAL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [●], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] 20[●]

For [●]

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification, the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.