



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

Original

NHAI/BM/Raipur-Vishakhapatnam/Odisha/OD-8/2021/ 2065

Date: 31.01.2022

To,

Tender id: 2021_NHAI_91734_1

M/s Max Infra (I) Limited - M/s Bekem Infra Projects Pvt. Ltd. (Consortium)
Plot No. 319 & 320, 4th floor, East Avenue Ayyappa Society
Madhapur- Hyderabad-500081
Email: tendes@maxingfra.in

Kind Attention: Mr. M S Phani Kumar Reddy Managing Director

Subject: Development of Six Lane Kandili - Tumbigura Section of NH-130-CD Road from km 342+500 to km 365+033 under Raipur-Visakhapatnam Economic Corridor in the state of Odisha on Hybrid Annuity Mode (Package - OD-8)- Letter of Award- Reg.

Reference: Your bid submitted on 30.12.2021 for subject project.

This is to notify that based on your bid submitted for the subject project, your offer of **Bid Project Cost of Rs. 1396.09 Crore (Rupees One Thousand Three Hundred Ninty Six Crore Nine Lakh Only)** and **First Year O&M Cost as Rs. 1.80 Crore (Rupees One Crore Eighty Lakhs only)** is hereby accepted by NHAI and you are hereby declared as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. Accordingly, this letter of Award (LOA) is being issued, in duplicate, to you in terms of clause 3.8.4 of the RFP.

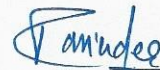
2. In this regard, you are requested to ensure the following within stipulated time:

- (i) To sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 (Seven) days of receipt of LOA pursuant to Clause 3.8.4 of the RFP.
- (ii) To execute the Concession Agreement within 45 days from issue of LOA pursuant to Clause 1.3 of RFP and Recital (D) of draft Concession Agreement.
- (iii) To promote and incorporate the Concessionaire as a limited liability company under the Companies Act 2013 and as the entity which shall undertake and perform the obligations and exercise the rights of the selected Bidder under the LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for executing the Project pursuant to Recital (E) of draft Concession Agreement.
- (iv) The Concessionaire shall, for the performance of its obligations under Concession Agreement, provide to the Authority no later than 30 (thirty) days from the date of the agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3 (three) percent of bid project cost quoted by you in the form set forth in Schedule-F (the "Performance Security") pursuant to Clause 9.1.1 of draft Concession Agreement.

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3. You are required to comply with the above and all the terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully



(Ravinder)

General Manager (T) BM

Copy to:

- (i) RO Odisha, NHAI
- (ii) PD, PIU Koraput

Copy for information to:

- (i) CGM (PMD), NHAI HQ.