



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

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 LOA

NHAI/PIU-VV/Medinipur-Ballupur/NH-72/Pkg-2

Dated: 30.05.2022

To,

M/s MKC Infrastructure Ltd.,
10, MKC House, Anjar ring Road,
Opp. Gulab Mill, Anjar-Kutch (Gujrat),
Email: tender@mkcil.in,
Phone No.: 9925018821

[Kind Attention: Parshottambhai Bambhanai]

Sub: Up - gradation & Four Laning of Poanta Saheb - Ballupur Section of NH - 72 in the State of Uttarakhand under NH(O) on Hybrid Annuity Mode. Package-II: Medinipur to Ballupur (Dehradun) from Design Ch.18.700 to Ch. 44.800. - **Letter of Award (LOA) reg.-**

Tender ID - 2021 NHAI 97930 1

UPC- N/08077/01002/UK

- Ref. (i) Your Bid submitted for the subject project.
(ii) Opening of Financial Bids on 13.05.2022.

Sir,

With reference to NHAI's Request for Proposal for the subject project and considering your proposal in this regard, NHAI hereby accepts your proposal quoting Bid Project Cost of Rs. 516.56 Cr (Rupees five hundred sixteen crore fifty six lakhs only) & First Year O&M Cost of Rs. 0.11 Cr (Rupees eleven lakhs only), and declares you as the "Selected Bidder" in terms of clause 3.8.1 of RFP.

2. In accordance with the clause 3.8.4 of the RFP document, you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgement within 7 (Seven) days of the receipt of the LOA. Thereafter, you are required to execute the Concession Agreement within 45 (Forty five) days from the date of issue of LOA as specified in Clause 1.3 of RFP and Recital (D) of draft Concession Agreement.

3. Further, as per RFP documents, you are required to promote and incorporate a Special Purpose Vehicle solely for the purpose of implementing the project (the "Concessionaire") as a Limited Liability company under Companies Act 2013, 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 undertaking the Project pursuant to Recital (E) of Draft Concession Agreement.

4. The Concessionaire shall, for the performance of its obligations under the 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 an amount of Rs. 15.50 Cr (Rupees fifteen crore fifty lakh only) 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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5. You are required to comply with the above and all the terms and conditions set forth in the RFP documents and subsequent addendums/corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully,



(Asheesh Kumar Jain)
General Manager (T) - UKD

Copy to:

- i. RO Dehradun, NHAI
- ii. PD, PIU Vasant Vihar