



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

NHAI/Gujarat/NH-27/Samakhiyali-Santalpur/2022/E-148533/892 Dated 24.02.2023

To,

M/s IRB Infrastructure Developers Limited

3rd Floor, IRB Complex, Chandivli Farm,

Chandivli Village, Andheri (East),

Mumbai- 400 072

E-mail: info@irb.co.in

Sub: Upgradation to Six Lane of Existing Four lane Samakhiyali to Santalpur Section from Km. 339+200 to Km. 430+100 on National Highway No. 27 in the state of Gujarat, on Design, Built, Finance & Transfer, BOT (Toll) Mode – **Letter of Award (LOA)**- UPC N/02016/02001/GJ - reg.

Ref: 1. Your RFP submitted on 30.01.2023 (**Tender ID:** 2022_NHAI_128516_1)
2. Opening of Financial Proposals on 21.02.2023.

Sir,

With reference to NHAI's Request for Proposal for "Upgradation to Six Lane of Existing Four lane Samakhiyali to Santalpur Section from Km. 339+200 to Km. 430+100 on National Highway No. 27 in the state of Gujarat, on Design, Built, Finance & Transfer, BOT (Toll) Mode" and considering your proposal in this regard submitted on 30.01.2023, NHAI hereby accepts your proposal quoting a Premium in the form of revenue share at the rate of 42.84% (Forty Two decimal Eight Four Percent) of the Total Realizable Fee as included in the proforma for quoting the rates (i.e. Bidding Excel Sheet) for the second year after Project Completion Date to the Authority. As per clause 26.2 which is reproduced as under "Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority immediately after the first (1st) anniversary of Project Completion Date, a premium (the "Premium") in the form of an additional Concession Fee for every year of the remaining Concession Period, to be calculated on total Realisable Fee in the manner stated in the clause. The Premium to be paid for the 2nd year after Project Completion Date shall equal to 42.84% (Forty Two decimal Eight Four Percent) of the total Realisable Fee during that year. For all subsequent years, the Premium shall be determined on the total Realisable Fee in the respective year at the percentage to be arrived at by increasing the percentage of Premium by an additional 1% (one percent) as compared to the immediately preceding year".

2. NHAI declares you as the "Selected Bidder" as per the provisions of the RFP Documents.

3. Please note that in addition to above, the Concessionaire shall pay to the Authority by way of concession fee (the "**Concession Fee**") a sum of Re. 1 (Rupee one) per annum in accordance with the provisions of Clause 26.1 of the Concession Agreement.

4. The Concession Period is 20 (Twenty) years including Construction Period of 730 (Seven Hundred Thirty Day) days from the Appointed Date. It is also stated that time is the essence of the contract.

5. In accordance with the clause 3.8.3 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 issuance of LOA as specified in Clause 1.3 of RFP.

6. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (The "Concessionaire") acceptable to NHAI duly complying the additional requirement as provisioned under clause 2.1.16 of RFP. The Concessionaire, for due and faithful performance of its obligations during the Concession Period shall furnish a Performance Security by way of irrevocable and unconditional Bank Guarantee for a sum equivalent to Rs. 133.34 Cr. (Rupees One Hundred Thirty Three Crore and Thirty Four Lakh Only) in the form set forth in Schedule-F of the "Concession Agreement", to the Authority no later than 180 days from the date of signing of the "Concession Agreement".

7. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendum/corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the Bid Documents.

Yours faithfully,

Encl. Duplicate LOA



**(Sanjay Mathur)
General Manager (T)-Gujarat**

Copy for information to:

1. RO Gujarat
2. PD-PIU, Palanpur