

NHSRCL/ADI/MA/02/Trans-HUB/General/715/1/Vol-I/1616

Date: 27-12-2024

LETTER OF AWARD

Consortium of Thoth Infrastructure Pvt. Ltd. (Lead Member),
Rakshak Securitas Pvt. Ltd. (Financial Member) and
Kamineni Hospitals Pvt. Ltd (Technical Member)
(Collectively the "Thoth – Rakshak- Kamineni Consortium")
D43 Icon Apartments DLF Phase V,
Golf Course Road, Gurgaon, 122009
Phone No: +91 9999386350
Email: sameer@thothinfra.com

(Kind Attention to - Mr. Sameer Mahendra Parikh)

Sub: Selection of Private Partner for Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad- Issuance of Letter of Award (LOA)

Ref.

1. NHSRCL Online RFP for Selection of Private Partner for Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad vide RFP ref. no. NHSRCL/ADI/2024-25/03, Dated 17.05.2024, (Tender ID. 2024_NHSRC_195796_1)
2. Your Online RFP Technical Bid (Bid Id – 732795) opened on 23/08/2024.
3. Your Letter Comprising Financial Bid dated 31/07/2024 for the subject Project and opened on 04/11/2024.

Sir,

With reference to above, this Letter of Award (LOA) is hereby issued to you for Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad on acceptance of your online Proposal vide Bid No. 732795 opened on 23/08/2024 submitted in response to the Request for Proposal (RFP) document dated 17/05/2024 and Online Tender ID No.: 2024_NHSRC_195796_1 issued by National High-Speed Rail Corporation Limited (the "NHSRCL") for the captioned Project by the competent authority of NHSRCL.

The brief details of Terms & Conditions are mentioned as under: -

- 1) Your offer of First Year Annual Concession Fee of Rs. 13,05,00,000 (Rupees Thirteen Crores and Five Lakhs only) with escalation of 5% compounded every year plus GST and other Taxes as applicable as contained in your financial bid for "Selection of Private Partner for Commercial Utilization, Operation and Maintenance of Multi Modal Transport Hub at Sabarmati, Ahmedabad" is accepted by the competent authority of NHSRCL, without prejudice to rights of NHSRCL and subject to adherence of the provisions contained in Request for Proposal (RFP) and the draft Concession Agreement including corrigenda.
- 2) The Concession Period for Commercial Utilization of Licensed Area / Spaces and Operation and Maintenance of Project Site shall be 35 (thirty-five) years from the Commencement Date. Authority may extend Concession Period for the Project by another 35 (thirty-five) years on a

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National High Speed Rail Corporation Limited
(A Joint Sector Company of Govt. of India and Participating State Government)

पंजीकृत कार्यालय: एशिया भवन, द्वितीय तल, रोड नं - 205, सेक्टर - 9, द्वारका, नई दिल्ली-110077

Registered Office: Asia Bhawan, Second Floor, Road No.-205, Sector-9, Dwarka, New Delhi-110077

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Project Office: 8th Floor, Block-A, National High Speed Rail Corporation Limited (NHSRCL), Sabarmati Multimodal HUB, Opposite Torrent Thermal Power Station, Sabarmati Railway Station Road, Ahmedabad, Gujarat-380005

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First Right of Refusal Basis (as extended term) after the expiry of the Concession Period of the Project by efflux of time, subject to the satisfactory performance of the Concessionaire as per the terms and conditions of the draft Concession Agreement.

- 3) In consideration of the grant of concession, the Concessionaire shall pay to NHSRCL by way of concession fee (the "Concession Fee") during the Term of this Agreement.
 - (i) No concession Fee is required to be paid during the Fit Out Period.
 - (ii) Concession Fee after Fit Out Period (i.e. from start of 3rd year of Commencement Date):
 - a) From 3rd Year – 100% of Concession Fee with escalation at the rate of five percentage (5%) compounded per annum from Commencement Date.

The 50% (Fifty Percentage) of the said Concession Fee shall be paid within 15 days of the commencement of 3rd Year from Commencement Date and the remaining 50% (Fifty Percentage) shall be paid within 195 days from the commencement of 3rd year from Commencement Date. The same rule shall be applicable for payment of Concession Fees for the remaining years of Concession Period.
- 4) In addition to the Annual Concession Fee mentioned in point no. 1, you shall pay to the NHSRCL the Additional Concession Fee of
 - i) A lumpsum amount of Rs. 50 Crores (Rupees Fifty Crores Only) plus applicable taxes as per Concession Agreement for Commercial Operation of Bullet Train from Sabarmati to Vapi Section (Gujarat Section); and
 - ii) A lumpsum amount of Rs. 100 Crores (Rupees Hundred Crores Only) plus applicable taxes as per Concession Agreement for Commercial Operation of Bullet Train from Sabarmati to Mumbai Section (Maharashtra and Gujarat Section).
- 5) Further, as Selected Bidder you are requested to comply with and fulfill the terms & conditions stipulated in RFP & draft Concession Agreement including corrigenda within time and in the manner & sequence, as prescribed there under.
- 6) Delay in payment shall be governed by clause no. 22.4 of draft Concession Agreement.
- 7) Pursuant to LOA, you are requested to submit following within 30 days of issue of LOA: -
 - i) The Concessionaire for the due and faithful performance of its obligations hereunder, shall prior to the Signing of this Agreement, submit an interest free irrevocable and unconditional Performance Security to the NHSRCL with a validity of 18 months for a sum equivalent to Rs. 3,20,00,000 (Rupees Three Crores Twenty Lakhs Only) in the form set forth in Schedule-D (the "Performance Security") and Corrigendum-2. Thereafter, the Performance Security shall be kept valid on an annual rolling basis till the end of Concession Period plus 180 days and the amount of the Performance Security shall be escalated at the rate of 5% compounded every year. This Performance Security shall be submitted within 30 days of issue of the LOA (excluding the date of issue of LOA).

- In case of the Bank Guarantee / Insurance Surety Bond for Performance Security shall be renewed 30 (thirty) Days prior to expiry of each year, for an additional term of 01 (one) year with escalation at the rate of 5% compounded per annum of the quoted Concession Fee from Commencement Date.
- In case successful bidder fails to submit the same as advised in the LOA within 30

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(thirty) days' time period (excluding the date of issue of LOA), same can also be submitted with following Penal interest: -

Delay upto 15 days - Bank Rate + 300 Basis Points per annum.
Delay beyond 15 days - Bank Rate + 500 Basis Points per annum.

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. This amount of penal interest shall be submitted in the form of Demand Draft/ Pay Order/RTGS/NEFT only, in favour of NHSRCL Ltd. & payable at New Delhi.

- If the Concessionaire fails to submit the required aforesaid Performance Security required in terms and conditions of LOA, within 60 days of issue of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by NHSRCL.

ii) As per clause no. 3.9.6(ii) of RFP, "The Project Facilitation Fees which shall be one-month amount of Concession Fees as quoted in the RFP Financial Bid i.e. Rs. 1,08,75,000/- (Rupees One Crore, Eight Lakh, and seventy-five thousand only) plus applicable GST. The Project Facilitation fees shall be paid by the Selected Bidder in the form of RTGS/ NEFT/ Demand Draft/ Pay Order only in favour of National High Speed Rail Corporation Limited & payable at New Delhi".

- 8) In case of submission of the Performance Security in the form of Bank Guarantee, the same must be issued on the Structured Financial Messaging System (SFMS) platform. A separate copy of the BG will invariably sent by the issuing Bank to the NHSRCL's bank through SFMS. The details of NHSRCL's Bank are as under:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
HDFC Bank Limited	209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001	57500000079852	Current	HDFC0000003

The valid Bank Guarantee issued on the SFMS platform shall only be acceptable to NHSRCL.

Following codes are to be used by issuing bank for the purpose of issuance and amendment in Bank Guarantees: -

Code	Purpose
MT760/IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the NHSRCL.

- 9) As you are a Consortium, and as per APPENDIX-IV: Joint Bidding Agreement of RFP document, you are required to incorporate a Special Purpose Vehicle (the "SPV") under the Indian Companies Act, 2013 and this SPV shall enter into a Concession Agreement with the Authority

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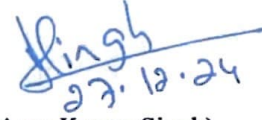
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for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

- 10) Chief Project Manager/Ahmedabad of NHSRCL will be the Nodal officer for this Contract.
- 11) You are requested to contact the Chief Project Manager/Ahmedabad immediately for further necessary action in this matter.
- 12) It may be please noted that until a formal Concession Agreement is executed, this Letter of Award will constitute a binding contract between you and the NHSRCL.
- 13) The Concession Agreement is to be signed within 30 days of submission of valid Performance Security and Project Facilitation Fees.
- 14) All terms and conditions of the RFP and draft Concession Agreement along with corrigenda will remain unchanged. This letter is being sent to you in duplicate, you are requested to acknowledge the same by signing the one duplicate copy of LOA for acknowledgement purpose and return the same to this office within 7 (seven) days of receipt of LOA.

Thanking You.



(Arun Kumar Singh)
Chief Project Manager
NHSRCL-Ahmedabad

(On behalf of Managing Director/ NHSRCL)

CC:

1. MD/NHSRCL- For kind information, please.
2. Director/Projects, Director/Finance, Director/Electrical & system, CVO/NHSRCL - For kind information, please.
3. ED/P&D, ED/Contract-1, PCPM/Electrical/Ahmedabad, GM/Finance/New Delhi- For kind information, please.

Accepted by:



Sameer Mehndra Parikh

Authorized Signatory of:

Thoth-Rakshak - Kamineni Consortium

Date: 28 December 2024

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Digitally signed by BRAJ KISHOR SHARMA

Date: 2026.06.24 17:50:49 IST

Location: eProcurement System for Central PSUs

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