

## LETTER OF AWARD

Ref No: ARTL/HGIEL/LOA/Road/UV/29/19

Date: 21<sup>st</sup> October 2019

M/s. H.G. Infra Engineering Ltd.  
III Floor, Sheel Mohar Plaza, A-1,  
Tilak Marg, C-Scheme,  
Jaipur, Rajasthan – 302001.

**Kind Attn.:** Mr. Harendra Singh (Chairman and Managing Director)

**Project:** Four laning of NH-363 from Mancherial (Design Km. 0.000/Existing Km. 251.900) to Repallewada (Design Km. 42.000/Existing Km. 288.510) (Design Length = 42.000 Km) in the State of Telangana under NHDP Phase-IV under NH (O) on Hybrid Annuity Mode.

**Subject:** Letter of Award (LOA) for "Execution of Road Works, Civil & Other Associated works on Engineering, Procurement and Construction (EPC) basis for Four laning of NH-363 from Mancherial (Design Km. 0.000/Existing Km. 251.900) to Repallewada (Design Km. 42.000/Existing Km. 288.510) (Design Length = 42.000 Km) in the State of Telangana.

### **Reference:**

1. Tender Enquiry vide email dated 11.03.2019.
2. Your offers vide email dated 22.05.2019, 15.06.2019, and 25.07.2019.
3. Minutes of Meeting (MOM) (based on the discussions held during 10<sup>th</sup> & 15<sup>th</sup> July 2019 at our Ahmedabad Office) along with the Annexures to MOM.
4. Your final offer dated 09.10.2019.

Dear Sir,

With reference to the subject matter and correspondences as referred above, Adani Road Transport Limited (hereinafter called the 'Employer') is pleased to issue this Letter of Award (LOA) on M/s. H.G. Infra Engineering Ltd. (hereinafter called the 'Contractor') for "Execution of Road Works, Civil & Other Associated works on Engineering, Procurement and Construction (EPC) basis for Four Laning of NH-363 from Mancherial (Design Km. 0.000/Existing Km. 251.900) to Repallewada (Design Km. 42.000/Existing Km. 288.510) (Design Length = 42.000 Km)" in the state of Telangana, India".

### **1.0 Brief Scope of Works:**

Execution of Road Works, Civil & Other Associated works for Four laning of NH-363 from Mancherial (Design Km. 0.000/Existing Km. 251.900) to Repallewada (Design Km. 42.000/Existing Km. 288.510) (Design Length = 42.000 Km) in the State of Telangana, India, complete in all respects on Engineering, Procurement and Construction (EPC) basis as per detailed Scope of works provided in Annexure II.

Adani Road Transport Limited  
(Formerly known as Adani Transport Limited)  
Adani Corporate House  
Shantigram, S G Highway  
Ahmedabad 382 421  
Gujarat, India  
CIN: U74993GJ2018PLC101340

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info@adani.com  
www.adani.com

Registered Office: Adani House, Nr Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India

## **2.0 Commencement Date:**

Commencement Date for subject works shall be from the date of issuance of LOA.

## **3.0 Time for Completion:**

All the works under the Scope of Works shall be completed in all respects within 18 (Eighteen) months from the "Appointed Date" declared by the Authority (i.e. National Highways Authority of India) for the Project.

## **4.0 Contract Price:**

The Contract Price for the Scope of Works as mentioned above shall be Rs. 950,79,04,000/- (Rupees Nine Hundred Fifty Crore Seventy Nine Lakh and Four Thousand Only)

The Contract Price is the entire compensation payable to the Contractor for the full and complete performance of all the Works and shall be inclusive of all Plant, Materials, consumables, labour, Construction Equipment, royalty/ seigniorage fee (including contribution to District Mineral Foundation, State Mineral Exploration Trust, National Mineral Exploration Trust, cess on royalty, and other Taxes for natural materials (such as crushed stone aggregate, natural sand, earth, etc) and other surplus material, whether natural or man-made), costs for freight, transit and insurance policies availed by Contractor (including Contractors All Risk (CAR) policy), costs for design and engineering, costs for obtaining approvals from the Authority and/or Independent Engineer, costs for obtaining approvals from the Railway authorities, costs for maintenance of existing carriageway, costs in respect of maintaining required safety and diversions, all Taxes (including Goods and Service Tax) and other Costs associated with the performance of the Contractor's obligations, but shall be exclusive of BOCW Cess (Building and Other Construction Workers Welfare Cess).

## **5.0 Contract Performance Security (CPS)**

5.01 Contractor shall submit a Contract Performance Security (CPS) as a security for the performance of the Contract in the form of Contract Performance Bank Guarantee (CPBG) of 5% of Contract Price i.e. Rs. 47,53,95,200/- (Rupees Forty Seven Crore Fifty Three Lakh Ninety Five Thousand and Two Hundred Only) having validity till the date of completion of the Works with a claim period of 30 (Thirty) days beyond validity.

5.02 The format of CPBG shall be as per Annexure III enclosed. The Bank Guarantee shall be obtained from Acceptable Bank, which shall mean an Indian branch of either, the State Bank of India constituted under the State Bank of India Act, 1955, or of a 'scheduled bank' (other than a co-operative bank) in India as defined under the Reserve Bank of India Act, 1934, whose long term debt is rated at least AA (or equivalent) by CRISIL Limited or assigned an equivalent rating by an Indian credit rating agency, Fitch or Experian and acceptable to the Employer at its sole discretion.

5.03 The CPBG shall be submitted within 30 (Thirty) days from the date of issuance of this LOA, failing which the Employer reserves the right to cancel the LOA and terminate the understanding.



## **6.0 Other terms & conditions:**

All other terms and conditions for the above scope of works as agreed between Employer & Contractor vide Minutes of Meeting referred under reference above, like Payments Terms, Price Variation, Taxes and Duties, Liquidated damages (LD), Bonus, Defect liability period (DLP), Force majeure, Termination, Limitation of liability, Insurances, Change of Scope etc. shall be applicable & same shall be mentioned in the detailed Contract.

The Contractor shall maintain confidentiality of Terms & Conditions and Price.

For sake of good order, kindly return the copy duly signed in token of your acceptance of the same.

Thanking You.

With Regards,

**For, M/s. Adani Road Transport Limited**



**(Authorised Signatory)**

**For M/s. H.G. Infra Engineering Ltd.,**

**(Authorised Signatory)**

Enclosure:

1. Annexure I : Price Schedule
2. Annexure II : Scope of Works
3. Annexure III : Format for Contract Performance Bank Guarantee (CPBG)
4. Annexure IV : Minutes of Meeting
5. Annexure V : Pre-bid Reply from the Authority

**Price Schedule**

**Project:** "Four Laning of NH-363 from Mancherial (Design Km 0.000/Existing Km 251.900) to Repallewada (Design Km 42.000/Existing Km 288.510) (Design Length=42.000 Km) in State of Telangana under NHDP Phase-IV under NH(O) on Hybrid Annuity Mode.

Sl. No.	Description	Amount (In Rs.)
1	Execution of Road Works, Civil & Other Associated works on Engineering, Procurement and Construction (EPC) basis for Four Laning of NH-363 from Mancherial (Design Km 0.000/Existing Km 251.900) to Repallewada (Design Km 42.000/Existing Km 288.510) (Design Length=42.000 Km) in State of Telangana as per detailed Scope of Works provided in Annexure II.	8,489,200,000
2	GST at 12% (₹)	1,018,704,000
3	<b>Total Contract Price (₹)</b>	<b>9,507,904,000</b>

**In Words: Rupees Nine Hundred and Fifty Crore Seventy Nine Lakh and Four Thousand Only.**

