



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Road Transport and Highways)

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Ref: NHAI/BO/11019/19/2004/12-5-60

5.7.2010

M/s BSCPL Infrastructure Limited-C&C Constructions Limited
Consortium
6-2-913/914, 5th Floor,
Progressive Towers,
Khairatabad
Hyderabad-500 004
Fax-040-23307385

(Kind Atten. Mr. Saravana Kumar, Vice President)

Subject: Two Laning of Muzaffarpur-Sonbarsa Section of NH-77 from Km 2.8 to 89.00 in the state of Bihar under NHDP III on Design, Build, Finance, Operate and Transfer DBFOT (Annuity) basis

Ref: Your bid submitted on 10.05.2010

Sir,

This is to notify that based on your bid submitted for the project cited under subject on "Design, Engineering, Finance, Procurement, Construction, Operation and Maintenance of Two Laning of Muzaffarpur-Sonbarsa Section of NH-77 from Km 2.8 to 89.00 in the state of Bihar under NHDP III on Design, Build, Finance, Operate and Transfer DBFOT (Annuity) basis" ("Project") and considering your Proposal in this regard submitted on 10.05.2010, NHAI hereby accepts your proposal quoting fixed Semi-Annual Annuity of 52.40 crore (Fifty Two crore and Forty lakh only) as included in Appendix-I of your Bid Document (i.e. Price Bid) and declare you as the "**Selected Bidder**" as per the provision of RFP Documents. The Concession Period is 20 (Twenty) years including Construction Period of 910 (Nine Hundred Ten) days from the "Appointed Date".

2) In accordance with the clause 3.3.5 of the RFP document (Volume-I), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7 (seven) days of receipt of 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 (Volume-I).

3) Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the Project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the construction period shall furnish a Performance Security by way of an irrevocable and unconditional

Bank Guarantee of Rs 25.60 crore (Twenty Five crore and Sixty lakh only) within the period expiring on the 180th day from the date of signing of the Concession agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 9.1 and Article 9 of draft Concession Agreement).

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

Yours faithfully



(A. Srivastava)
General Manager (T)-BH