



इंडियन रेलवे स्टेशन्स डेवलपमेंट कॉर्पोरेशन लिमिटेड

(इस्कॉन और रेल भूमि विकास प्राधिकरण का एक संयुक्त उद्यम)

Indian Railway Stations Development Corporation Limited

(A JV of IRCON & Rail Land Development Authority)

CIN No. : U45204DL2012GOI234292

IRSDC/Gandhinagar/Tender/EPC/CT-22/2016/ 3464

Dated: 03.01.2017

M/s.Kunal Structure (India) Pvt. Ltd.  
Kunal House, Ganga Park,  
Plot No.10, Opp. Sanskruti Apartment,  
Panchvati Main Road,  
Rajkot - 360001, Gujarat.

Tel No: 0281-2478716 Fax No: 0281-2431684  
e-mail: tender@kunalsipl.com

Kind Attn: Shri Kunal A Domadia, Director

Dear Sir,

Sub: Redevelopment of Gandhinagar Railway Station along with the development of 300 room hotel building at the airspace above station at Gandhinagar, Gujarat - Evaluation of RFP submissions.

Ref: RFP E-Tender Notice No. IRSDC/CT-22/2016/Gandhinagar/Tender/EPC

Letter of Award(LOA)

(As per Clause 1.1.1 (iii) of Article 1 of RFP)

1) Please have reference to:

a) The Bid dated 28.12.2016 submitted by you ("Proposal").

b) The RFP Document dated December, 2016 read with all the corrigendum/addendums thereto (collectively, the 'Bidding Documents') issued by Indian Railway Stations Development Corporation Ltd.(IRSDC) on behalf of the joint venture company incorporated by and between Government of Gujarat (GoG) and Ministry of Railways (MOR)/IRSDC (hereinafter referred to as the "Authority"), towards selection of a bidder for award of the Project;

2) For avoidance of doubt, it is hereby clarified that:

a) unless otherwise referred hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LOA shall have the meaning as respectively ascribed thereto under the Bidding Documents for the

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रजिड कार्यालय : चौथी मंजिल, पालिका भवन, सेक्टर-13, आर.के.पुरम्, नई दिल्ली-110066, भारत  
दूरभाष : 91-011-24672719, फ़ैक्स : 91-011-24672720, ईमेल : info@irsdco.in  
Regd. Office : 4<sup>th</sup> Floor, Palika Bhawan, Sector-XIII, R.K. Puram, New Delhi-110066, India  
Tel. : 91-011-24672719, Fax : 91-011-24672720, E-mail : info@irsdco.in  
Website : www.irsdco.com

Accepted  
Kunal Structure (India) Pvt. Ltd.

Director

(Kunal A. Domadia) Dt. 05/01/2017

03/01/17



Project i.e. **Redevelopment of Gandhinagar Railway Station along with the development of 300 rooms hotel building at the airspace above station at Gandhinagar, Gujarat.**

- b) This LOA shall solely and wholly govern the award of the Project to the Selected Bidder and terms thereof; and the time period for fulfilment of preconditions as set out in this LOA shall commence and/or relate only from the date of issue of this LOA.
- 3) IRSDC on behalf of "GARUD – Gandhinagar Railway & Urban Development Corporation Limited" is pleased to inform you that pursuant to the evaluation of the Bids submitted in terms of the RFP, your Proposal, submitted online vide Ref No.: E-Tender No : IRSDC/CT-22/2016/Gandhinagar/Tender/EPC dated 16-12-2016 quoting an amount of Rs147,20,00,000/- (Rupees One Hundred Forty Seven Crores Twenty Lacs only), towards the lumpsum price to be paid to you by the Authority, has been accepted by Authority and you are hereby declared as the "Selected Bidder" for the Project in terms of Clause 3.5.2 of the RFP.
- 4) **Taxes & Duties etc.:**
- Aforesaid lumpsum Price shall be paid to you by Authority, subject to terms enumerated in the Bidding Documents and the lumpsum price shall be inclusive of all the applicable taxes, levies, cess etc.
- 5) As per the terms of the Bidding Documents, you, the Selected Bidder, are required to comply with all the following conditions including but not limited to :

**A. Execution of EPC Agreement**

Execute the EPC Agreement within 3 months of issue of this LOA.

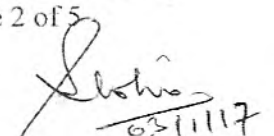
**B. Furnishing of Performance Security**

Selected Bidder in terms of Clause 7.1 of RFP – EPC Agreement, shall provide to the Authority, within 10 days of the date of this Agreement, an irrevocable and unconditional guarantee from a Nationalized Bank incorporated in India and having a minimum Net worth of Rs.1000 crs. (Rupees One Thousand Crores) or any other Nationalized Bank acceptable to the Authority in the form set forth in Schedule-G (the "Performance Security") for an amount equal to 5% (five percent), i.e. Rs.7,36,00,000/- (Rupees Seven Crores Thirty Six Lakhs only) of the Contract Price. The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period. Until such time the Performance Security is provided by the selected bidder pursuant hereto and the same

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Accepted  
Kunal Structure (India) Pvt. Ltd.  
Kunal  
Director

(Kunal A. Dornadia) Dt. 05/01/2017

  
05/01/17



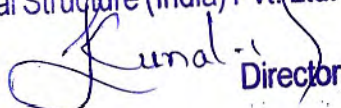
comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the selected bidder.

- 6) It may also be noted that in the event of any failure to comply with any one or more of the terms and conditions mentioned in this LOA and/or the Bidding Documents within the time and in accordance with the manner prescribed therefor, including without limitation the acknowledgement of this LOA, the Authority shall, in addition to all other rights and remedies that may be available to it under the provisions of the Bidding Documents, this LOA, law and equity or otherwise, at its absolute discretion be entitled to treat your Proposal, submitted vide Ref E-Tender No : IRSDC/CT-22/2016/Gandhinagar/Tender/EPC dated 16.12.2016, as rejected and unilaterally cancel/revoke this LOA and deal with the captioned Project in any manner as it may deem fit in its sole and absolute discretion.

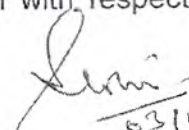
In such an event you, the Selected Bidder (or any person claiming under it) shall have no claim or demand against the Authority, of any nature whatsoever. Further, the Authority shall not be liable or responsible to you, the Selected Bidder or to any other entity whomsoever under any circumstances, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. You, the Selected Bidder (or any person claiming under it) shall not be entitled to claim any direct or indirect damages, costs, expenses for loss of business, loss of investment etc., upon rejection of your Proposal, submitted vide Ref E-Tender No : IRSDC/CT-22/2016/Gandhinagar/Tender/EPC dated 16-12-2016 ,or cancellation/revocation of this LOA, howsoever and whatsoever caused.

- 7) The Selected Bidder shall indemnify and keep indemnified the Authority, its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Bidder, its employees, staff, personnel etc., pursuant to or in relation to this LOA and/or the Bidding Documents.
- 8) It is hereby clarified that any dispute between the Parties arising under, pursuant to and/ or in connection with this LOA shall be settled in accordance with Article 26 : Dispute Resolution of EPC Agreement.
- 9) It may additionally be noted that this LOA by itself does not create any rights for undertaking implementation of the Project or contractual relationship with the Authority or casts any corresponding obligation with respect to the Project or

Accepted  
Kunal Structure (India) Pvt. Ltd.

  
Director

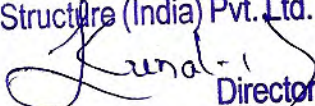
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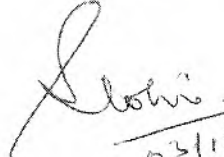


otherwise on the Authority. Any such right or relationship shall come into effect only upon your unconditional compliance with terms conditions set out herein and the execution of EPC Agreement as per terms hereof and the Bidding Documents.

- 10) Without prejudice to anything stated in this LOA and/or the Bidding Documents, you are hereby requested to return the duplicate copy of this LOA within seven (7) days from the date of this LOA, as a token of the receipt & acknowledgement of this LOA, signed on all pages, as well as an absolute, unconditional & unqualified compliance of the conditions of the EPC Agreement. In the event the duplicate copy of the LOA duly signed by you, the Selected Bidder is not received by the stipulated date and/or any and all preconditions under the LOA for the execution of the EPC Agreement are not fulfilled in the time and manner prescribed therein, the Authority may, unless it consents to extension of time for submission thereof or waives performance/fulfillment of such pre-condition, appropriate your Bid Security as Damages on account of your failure to acknowledge the LOA and/or to fulfill any or all of the terms and conditions hereof, as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of your failure to acknowledge the LOA and/or to fulfill any or all of the terms and conditions.
- 11) You are hereby requested to come forth and comply with all the conditions as set out in the Bidding Documents including this LOA as per the terms, form and manner prescribed in the Bidding Documents prior to placing the request for the execution of EPC Agreement.
- 12) This LOA shall be terminated and the Bid Security submitted by you shall be forfeited by Authority without being liable for any consideration to you whatsoever, in case of your failure to comply with the terms and conditions contained in this LoA and in the Bidding Documents.
- 13) It is agreed that any communication from your side containing any condition implied or otherwise would be treated as annulment of award leading to forfeiture of Bid Security.
- 14) Till such time that the EPC Agreement is executed, this Letter of Award (LOA) will constitute the bidding contract between the parties. The Letter of Award shall also constitute part of the subsequent EPC Agreement to be entered between the parties.

Accepted  
Kunal Structure (India) Pvt. Ltd.  
  
Director

(Kunal A. Domadia) 01.05/01/2017

  
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15) This LOA shall be read in conjunction with the Bidding Documents.

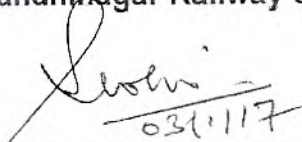
You are requested to do the needful as outlined in this letter to facilitate the signing of the EPC Agreement for the timely implementation of the Project.

Thanking You,

Yours Sincerely,

For and on behalf of

**Gandhinagar Railway & Urban Development Corporation Ltd. (GARUD)**

  
03/11/17


**S. K. Lohia**

**Chief Executive Officer**

**Indian Railway Stations Development Corporation Ltd.**

**ACKNOWLEDGED BY:**

I, M/s Kunal Structure (India) Pvt. Ltd, the Selected Bidder, do hereby acknowledge the receipt of the LOA and undertake to absolutely and unconditionally comply with the terms and conditions contained therein and the Bidding Documents.

**Kunal Structure (India) Pvt. Ltd.**  
  
SIGNATURE: \_\_\_\_\_  
**Director**

Date: 05/01/2017

Place: Rajkot

Signature, name and designation of the Authorized signatory of the Selected Bidder



**KUNAL A. DOMADIA**  
**DIRECTOR**

\_\_\_\_\_  
Name and seal of Selected Bidder