



## ARSS INFRASTRUCTURE PROJECTS LTD.

Date: 15.10.2019

Bombay Stock Exchange Limited, Phiroze Jeejeebhoy Towers 1st Floor, Rotunda Building, Dalal Street, Mumbai- 400 001 <b><u>BSE Scrip Code - 533163</u></b>	National Stock Exchange of India Limited, Exchange Plaza, Plot No-C1, G Block Bandra Kurla Complex, Bandra (E), Mumbai-400 051 <b><u>NSE Symbol: ARSSINFRA</u></b>
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Sub: Intimation regarding Work Order

Dear Sir/Madam,

This is to intimate to your good-self that a work order of **Rs.60,57,83,411 (Rupees Sixty Crores Fifty Seven Lakhs Eighty Three Thousand Four Hundred and Eleven only)** for "Construction of two numbers of Major Bridge No.611(Span 8×30.5m CG) at Km 344.87 in Rayagada- Ladda Section and Major Bridge No.624 (Span 2× 18.30m CG + 1×12.20m CG) at KM 352.03 in Ladda-Jimdidipeta section and other Bridge works in Connection with 3<sup>rd</sup> line between Rayagada (Excl.) (KM: 343.90) to Jimidipeta (Excl.) (KM: 356.518) (Package-5A) on Waltair Division of East Coast Railway in Odisha State, has been awarded in favour of one of our Joint Venture (JV) named "ARSS-ROYAL(JV)" by Rail Vikas Nigam Limited on 15.10.2019.

A copy of LOA (letter of Acceptance) of Award is enclosed herewith. The same is for your kind perusal and record.

Thanking You

For ARSS Infrastructure Projects Limited

(Prakash Chhajer)  
Company Secretary  
& Compliance officer



Encl. As Above

**CIN : L14103OR2000PLC006230**

**Regd. Office :** Sector A, Zone D, Plot #38, Mancheswar Industrial Estate, Bhubaneswar 751010, Odisha

Tel : 91 674 2602763 / 2588552 / 2588554, Fax : +91 674 2585074, E-mail: response@arssgroup.in, Website : www.arssgroup.in

**Corp. Office :** ARSS Mall, Community Centre, Plot No. 40, Block-A, Paschim Vihar, Opposit to Jwalaheri Market, New Delhi-110063 (India)

Tel.: +91 1125252024, Fax : +91 1125252012, E-mail : delhi@arssgroup.in



CIN : L74999DL2003GOI118633



रेल विकास निगम लिमिटेड  
Rail Vikas Nigam Limited  
गुणवत्ता, गति एवं पारदर्शिता  
(A Government of India Enterprise)

LOA No. RVNL/WAT/TIG-VZM/3rd Line/PKG-5A/Bridges

Date: 15.10.2019.

**LETTER OF ACCEPTANCE**

By FAX/E.MAIL/SPEED POST

To

M/s. ARSS – ROYAL (JV)  
Plot No: 38, Sector-A, Zone-D,  
Mancheswar, Industrial Estate,  
Bhubaneswar- 751010, Odisha, India  
Phone: 0674 2602763, 2588552, 2588554,  
Fax: 0674 2585074,  
E-mail: [tenders@arssgroup.in](mailto:tenders@arssgroup.in)  
Website: [www.arssgroup.in](http://www.arssgroup.in)

Dear Sir(s),

**Sub: Package-5A** - "Construction of two numbers of Major Bridge No. 611 (Span 8 x 30.5m CG) at Km 344.87 in Rayagada – Ladda Section and Major Bridge No. 624 (Span 2 x 18.30m CG + 1x12.20m CG) at KM 352.03 in Ladda – Jimidipeta section and other Bridge works in connection with 3rd line between Rayagada (Excl.) (KM: 343.90) to Jimidipeta (Excl.) (KM: 356.518) on Waltair Division of East Coast Railway in Odisha State, India"

**Ref:** (i) IFB No: CPM/II/RVNL/WAT/5A/Major Bridges Date: 30.04.2019 along with A&C No.1, dated 23.05.2019 and A&C No. 2, dated 12.06.2019.  
(ii) Your technical bid opened on 28.06.2019.  
(iii) Your Price Proposal (opened on 23.08.2019).

**1.0 This is to notify you that your Bid dated in reference to IFB No: CPM/II/RVNL/WAT/5A/major Bridges Date: 30.04.2019 along with A&C No.1, dated 23.05.2019 and A&C No. 2, dated 12.06.2019. for Package-5A "Construction of two numbers of Major Bridge No. 611 (Span 8 x 30.5m CG) at Km 344.87 in Rayagada – Ladda Section and Major Bridge No. 624 (Span 2 x 18.30m CG + 1x12.20m CG) at KM 352.03 in Ladda – Jimidipeta section and other Bridge works in connection with 3rd line between Rayagada (Excl.) (KM: 343.90) to Jimidipeta (Excl.) (KM: 356.518) on Waltair Division of East Coast Railway in Odisha State, India" for the Contract amount of the equivalent to INR Rs.60,57,83,411/- (Rupees Sixty Crores Fifty seven Lakhs Eighty Three Thousand Four Hundred and Eleven only) as against the estimated tender value of Rs. 62,32,33,962/- for package -5A (Major Bridges) has been accepted by the competent Authority.**

  
मुख्य परियोजना प्रबंधक-II  
Chief Project Manager-II  
आर.वी.एन.एल / R.V.N.L.  
टिडलागढ-विजयनगरम तीसरी लाइन परियोजना  
TIG-VZM 3rd Line Project  
वालतैरु / WALTAIR




2.0 The summary of the accepted contract price, schedule wise for the subject work **Package-5A (Major Bridges)** is as under:-

Bill No.	Description of Schedule	Estimated Cost	Rate quoted in figures in %	above/below/at par over the estimated rates	Price in Rs.
1	Earthwork in Formation	31314968.00	20	Above	37577961.60
2A	Bridge work (Other than Steel works)	180037853.00	20	Above	216045423.60
2B	Bridge work (Steel items Involving Fabrication and Erection)	127102037.00	20	Above	152522444.40
2C	Bridge work (Supply of Steel items )	215649200.00	20	Above	258779040.00
7A	Platform, Passenger Amenities and Miscellaneous Works : Other than Steel items	102853.00	20	Above	123423.60
8	Supply of Cement	47876460.00	20	Above	57451752.00
9	Site Facility	14979958.00	20	Above	17975949.60
10	Other Items of Work not covered in Bill No. 1 to 9	6170633.00	20	Above	7404759.60
	<b>Grand Total</b>	<b>623233962.00</b>			<b>747880754.40</b>
	<b>Overall Discount in % and Amount</b>			19%	<b>142097343.34</b>
	<b>Net Amount after overall Discount @ 19%</b>				<b>605783411.06</b>
	<b>Say total</b>	<b>623233962</b>			<b>605783411</b>

(Rupees Sixty Crores Fifty seven Lakhs Eighty Three Thousand Four Hundred and Eleven only)

3.0. (a) The Performance Security shall be for an amount of 10% (Ten percent) of the Accepted Contract Amount i.e Rs. 6,05,78,341/- and in the same currency (ies)

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of the Accepted Contract amount in the prescribed form included in Section 8 (Contract Forms) of the Bidding Document within 28 days of receipt of this Notification of Award for the stated amount valid for a period of 28 days beyond issue of Performance Certificate. The contractor shall have the following options;

i. to submit full Performance Security for an amount equal to 10% of the contract price;

or

ii. to submit part Performance Security for an amount equal to 6% of the contract price and the balance performance security shall be recovered from interim payment certificates @ 8% of the bill amount till it reaches full Performance Security. The contractor shall not be entitled to any interest on the amounts so recovered. However, the contractor shall be entitled for release of recovered amount of performance security against submission of bank guarantee of an equivalent amount, maximum three times during the contract.

(b) Failure to submit the above mentioned Performance Security as stated in Para 3 above or to sign the Contract Agreement shall constitute sufficient ground for annulment of the award and forfeiture of the bid security.

4.0 "Herein after this Notification of Award shall be called the Letter of Acceptance".

5.0 The contract Agreement will be sent to you shortly, which you shall sign with date and return to RVNL within 28 days of its receipt. Till such time that a formal contract agreement is prepared and executed this Notification of award along with the documents mentioned under reference shall constitute a binding contract.

6.0 This contract will be operated by Chief Project Manager/II, Rail Vikas Nigam Limited, 2nd Floor, North Block, LIC Jeevan Samridhi Building, Visakhapatnam-530004.

7.0 Date of commencement of work will be regulated as per Para 8.1 of the General Conditions of Contract of the Bidding Document.

**Entire Works**

**24 Months**

8.0. The works are to be completed within 24 months (Twenty Four Months) from the date of commencement of work as per Clause 8.1 or 8.2 of Section-6 read with Section-7 Part-A (Page 5 of 9 Section 7 of SBD) of Bid document Volume-I. The defect Liability period is 180 days from the date of taking over of the whole work (not any sub-divided in the following mile stones, which are to be adhered to in terms of contract data under sub-clause 1.1.5.6, 1.1.3.3 and 8.2 of Section-7.


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- 9.0 Mobilization Advance @10% of the accepted Contract Value will be paid in two equal instalments against Bank Guarantees split in two equal parts for each instalment, which shall be 110% of Mobilization Advance instalment in the Bank Guarantee Format as per Clause 14.2 of GCC section 6 in conjunction with particular conditions of contract. The terms and conditions of Mobilization Advance shall be governed by the Clause No. 14.2.1 i.e Mobilization Advance of the Bidding Documents.
- 10.0 You should furnish the bonds, guarantees, undertakings, warranties and Insurances as stipulated in the bid document as per contract forms.
- 11.0 It is also requested to ensure full compliance with the tax laws of India with regard to this contract and you shall be solely responsible for the same and submit copies of acknowledgments evidencing filling of returns every year and shall keep the Employer fully indemnified against your liability of tax, interest, penalty etc. In respect, thereof, which may arise.
- 12.0 ***"You are also requested to register on statutory Indian Railway Shramik Kalyan Portal & upload required details in the portal time to time for the subject work".***
- 13.0 It is requested to undertake not to use information, gained in the execution of the contract for any purpose without obtaining the prior approval of RVNL and shall not make any public announcement or divulge any materials related to the project either in India or Overseas without the prior consent of RVNL.
- 14.0 This letter of acceptance is sent to you in duplicate. You are required to return one copy duly signed and stamped on all pages including your unconditional acceptance thereof as a token of your acknowledgement within 10 (ten) days of issuance of this letter.
- 15.0 Note: As per Corporate Office RVNL/NDLS letter no. C/Policy/SBD/2015/Pt-I dated: 23.08.2019. revised provisions of sub-clause 15.1.2 of Section-6 (GCC) shall also be applicable as under.
- 15.1.2 *In case the contractor's failure is limited to only some of the works, and in response to Notice to Correct under Clause 15.1 of GCC, the contractor approaches the Employer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues, the Employer, on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in improving the overall progress of the project, may agree to such offloading without any repercussion on the performance security and/or additional bank guarantees, if any, submitted by the contractor. However, the Employer will not be under any compulsion to agree to such a request. The Contractor shall be informed of the LOA issued to other agency(ies) for such works.*

*In case the contractor does not approach the employer for offloading but the Employer is convinced that:*

- (i) *offloading of some works will help in improving the progress of the project;*


  
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- (ii) termination/part termination of the contract at this stage will not be in the interest of the project;
- (iii) the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor;

The Employer may issue 7 days notice to the Contractor stating the resources required to be deployed against each work. If the contractor fails to deploy the required resources as indicated in the notice, the employer shall offload such works and proceed with getting the works executed through other agency(ies). The Contractor shall be informed of the LOA issued to other agency (ies) for such works.


Offloading under the sub clause 15.1.2 shall be without any repercussion on the performance security and/or additional bank guarantees, if any, submitted by the contractor. The Contractor would have no future claim on this account and the extra expenditure so incurred, if any, by the Employer in getting the offloaded work done, shall be recovered from subsequent payment certificates or any other dues of the contractor.

  
(B.S.K. Raj Kumar)  
Chief Project Manager-II  
Rail Vikas Nigam Limited Waltair

**Copy to:**

- (i) Secy, to CMD for kind information of CMD/RVNL/NDLS.
- (ii) CVO/RVNL/NDLS for kind information please.
- (iii) ED/KOL for kind information please
- (iv) GGM/S&TWAT for information and necessary action please.
- (v) GM/Elect./WAT for information and necessary action please.
- (vi) GGM/FIN/BBS for information and necessary action please.
- (vii) Sr. DGM/FIN/WAT for information and necessary action please.
- (viii) Tender cell/ Corporate office/NDLS for information and record.
- (ix) PP & D/NDLS for uploading in the RVNL website.
- (x) Regional Labour Commissioner (Central), Bhubaneswar for information please.

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Office of the Chief Project Manager-II, R V N L / Waltair, (Vizianagaram-Titlagarh 3<sup>rd</sup> Line Project), North block, 2<sup>nd</sup> floor, Jeevan Samrudhi Building, Thikkana Road, Visakhapatnam - 530004 (AP)

Tele: 0891-2550029; E-Mail: [cpm2wat@gmail.com](mailto:cpm2wat@gmail.com)