



ARSS INFRASTRUCTURE PROJECTS LTD.

Date: 15.10.2019

Bombay Stock Exchange Limited, Phiroze Jeejeebhoy Towers 1st Floor, Rotunda Building, Dalal Street, Mumbai- 400 001 <u>BSE Scrip Code - 533163</u>	National Stock Exchange of India Limited, Exchange Plaza, Plot No-C1, G Block Bandra Kurla Complex, Bandra (E), Mumbai-400 051 <u>NSE Symbol: ARSSINFRA</u>
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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.50,46,70,085 (Rupees Fifty Crores Forty Six Lakhs Seventy Thousand and Eight Five only)** for "Construction of Roadbed, Minor Bridges, Service Buildings including Amenities, Passenger Amenities at Stations and related works along with General Electrical Works in connection with 3rd 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-SCPL(JV)" by Rail Vikas Nigam Limited on 15.10.2019.

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

Thanking You

For ARSS Infrastructure Projects Limited

(Prakash Chhajjer)
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



रेल विकास निगम लिमिटेड
Rail Vikas Nigam Limited

गुणवत्ता, गति एवं पारदर्शिता
(A Government of India Enterprise)

CIN : L74999DL2003GOI118633

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

Date: 15.10.2019.

LETTER OF ACCEPTANCE

By FAX/E.MAIL/SPEED POST

To

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

Dear Sir(s),

Sub: Package-5A - "Construction of Roadbed, Minor Bridges, Service Buildings including Amenities, Passenger Amenities at Stations and related works along with General Electrical 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: RVNL/CPM/II/WAT/TIG-VZM/3rd LINE/PACKAGE-5A/Road bed
Date: 01.03.2019 along with A&C No.1, dated 18.03.2019, A&C No. 2, dated 10.04.2019 and A&C-3 dated: 06.05.2019..
(ii) Your technical bid opened on 21.05.2019.
(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: RVNL/CPM/II/WAT/TIG-VZM/3rd LINE/PACKAGE-5A/Road bed Date: 01.03.2019 along with A&C No.1, dated 18.03.2019, A&C No. 2, dated 10.04.2019 and A&C-3 dated: 06.05.2019. for execution of Construction of Roadbed, Minor Bridges, Service Buildings including Amenities, Passenger Amenities at Stations and related works along with General Electrical 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.50,46,70,085/- (Rupees Fifty Crores Forty six Lakhs seventy Thousand and Eighty Five only)for package -5A (Roadbed) as against the estimated tender value of Rs. 57,74,25,727/- 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
वालतेरु / WALTAIR

2.0 The summary of the accepted contract price, schedule wise for the subject work **Package-5A (Roadbed)** 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	205404409.00	15	Above	236215070.35
2A	Bridge work (Other than Steel works)	100430636.40	15	Above	115495231.86
2C	Bridge work (Supply of Steel items)	126486550.00	15	Above	145459532.50
6	Buildings	11629666.80	15	Above	13374116.82
7A	Platform, Passenger Amenities and Miscellaneous Works : Other than Steel items	40481293.10	15	Above	46553487.07
7B	Platform, Passenger Amenities and Miscellaneous Works : Steel items	15913656.00	15	Above	18300704.40
8	Supply of Cement	27225694.50	15	Above	31309548.68
9	Site Facility	32245492.00	15	Above	37082315.80
10	Other Items of Work not covered in Bill No. 1 to 9	5599000.00	15	Above	6438850.00
33	General Electrical Services Works	12009328.85	15	Above	13810728.18
	Grand Total	577425726.65			664039585.65
	Overall Discount in % and Amount		24	Discount	159369500.56
	Net Amount after overall Discount @ 24%				504670085.09
	Say total	577425727			504670085/-

(Rupees Fifty Crores Forty six Lakhs seventy Thousand and Eighty Five only)

3.0. (a) The Performance Security shall be for an amount of 10% (Ten percent) of the Accepted Contract Amount i.e, Rs. 5,04,67,009/- and in the same currency (ies) 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;


 मुख्य परियोजना प्रबंधक-II
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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 read with section-7 Part-A for the item of Commencement of works (Page 5 of 9 Section 7 of SBD)

Entire Works	36 Months
Key dates for section wise completion	
Jimidipeta – Ladda	24 Months
Ladda – Rayagada	36 Months

8.0. The works are to be completed within 36 months (Thirty Six 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

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


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

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

Tele: 0891-2550029, E-Mail: cpm2wat@gmail.com