

ARSS INFRASTRUCTURE PROJECTS LTD.

Date: 18.10.2019

Bombay Stock Exchange Limited, Phiroze Jeejeebhoy Towers 1st Floor, Rotunda Building, Dalal Street, Mumbai- 400001 <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-400051 <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. 76,15,90,871,.92 (Rupees Seventy Six Crores Fifteen Lakhs Ninety Thousand Eight Hundred Seventy One and paisa Ninety Two only) for "Construction of handling platforms, Railway track, Truck parking area, buildings and other ancillary facilities For IFFCO at MMLP Paradip, Odisha, have been awarded in favour of one of our Joint Venture (JV) named "ARSS-BDPL(JV)" by Container Corporation of India Limited on 17.10.2019 which was intimated to the company on 18.10.2019.

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 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

No.: CON/EP/MMLP-Paradip/IFFCO/2019
Date: 17.10.2019

M/s ARSS-BDPL (JV),
Plot No-38, Sector-A, Zone-D,
Mancheswar Industrial Estate
Bhubaneswar, Odisha- 751010
Ph. No – 0674 2602763
Email :- gyana@arssgroup.in

LETTER OF ACCEPTANCE

- Subject** : Construction of handling platforms, Railway track, truck parking area, buildings and other ancillary facilities for IFFCO at MMLP Paradip, Odisha
- Reference** : (i) Tender no. CON/EP/MMLP-Paradip/IFFCO/2019
(ii) Your Technical bid opened on 06.09.2019
(iii) This office letter No.CON/EP/MMLP-Paradip/IFFCO/2019 dtd. 01.10.2019
(iv) Your Financial bid opened on 04.10.2019.

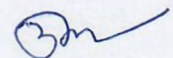
Dear Sir,

CONCOR is pleased to issue you this Letter of Acceptance (LOA) for 'Construction of handling platforms, Railway track, truck parking area, buildings and other ancillary facilities for IFFCO at MMLP Paradip, Odisha' at your quoted amount.

- 1) The total contract value of this work is **Rs.76,15,90,871.92 (Rupees Seventy Six Crores Fifteen Lakhs Ninety Thousand Eight Hundred Seventy One and paisa Ninety Two only)**.
- 2) The work shall be completed in all respects within **24 (Twenty Four) months** from the 15th day, after the date of issue of Letter of Acceptance.
- 3) You are requested to submit CPM/PERT/MS Project monitoring chart within seven days of issuance of the letter indicating clearly the manner in which all activities will be carried out to ensure completion of work by the schedule date.
- 4) The work shall be executed as per conditions laid down in the tender document.

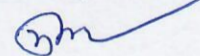


- 5) The earnest money deposited by you amounting to **Rs.40,06,280/- (Rupees Forty Lakhs Six Thousand Two Hundred Eighty only)** is being retained by this office, as part of the Security Deposit (SD).
- 6) **Performance Guarantee and Security deposit on acceptance of tender:**
- a) You are requested to submit a Performance Guarantee (PG) in the form of an irrevocable Bank Guarantee (BG) amounting to 5% of the contract value, equivalent to **Rs.3,80,79,544/- (Rupees Three Crore Eighty Lakhs Seventy Nine Thousand Five Hundred Forty four only)**. Copy of format for Performance Guarantee (PG) is enclosed as per Annexure-I.
- b) The Performance Guarantee (PG) will be submitted by the successful bidder, after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The Performance Bank Guarantee (PBG) shall be initially valid upto the **stipulated date of completion plus 60 days** beyond that as per **Clause 16 (4) of GCC**.
- c) You have to submit a Performance Guarantee (PG) within **30 (thirty) days** from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 days and upto 60 days from the date of issue of LOA may be given by the Authority, who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day after the date of issue of LOA. In case, the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated, duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work, as per **Clause 16(4) (a) of GCC**.
- d) Total Security Deposit (SD), on acceptance of the tender, is 5% (five percent) of the contract value including the Earnest Money Deposit (EMD) with the tender. The earnest money deposited with the tender will be converted into initial security deposit. The balance security deposit, amounting to **Rs. 3,40,73,264/-(Rupees Three Crores Forty Lakhs Seventy Three Thousand Two Hundred Sixty Four only)**, will be recovered from the Running Account Bills at the rate of 10% (Ten percent) from each bill till the total security deposit is recovered. No other mode of collecting SD, such as SD in the form of instruments like BG, FD, etc, shall be accepted towards Security Deposit. No interest will accrue on the Security Deposit, under any circumstances as per **Clause 16(1), (2) & (3) of GCC**.
- 8) As per **special conditions of contract Clause No. 33.1 & 33.2** of the contract, you may obtain Contractor's All Risk Policy and Workmen compensation policy from an Insurance Agency approved by Insurance Regulatory and Development Authority (IRDA) **in the joint name of Container Corporation of India Ltd. and Contractor (the name of the former being placed first in the policy)** for the full amount of the contract and submit to this office within 30 days from the date of signing of the contract or commencement of execution of work, whichever is earlier, or unless otherwise instructed by the CONCOR. The CAR & WC Policies should be valid from Schedule date of start of work until the virtual completion of contract.



- 9) No escalation on account of any increase in price index, in the price of materials, imposition of Goods & Services tax (GST) or other tax, or imposition of levies, etc, will be payable and no price escalation shall be applicable even during the extended period for completing the works as per Clause 19.0 of **Special Conditions of Contract (SCC)**.
- 10) As per **Clause 1.4 of Special Conditions of Contract (SCC) & Clause 19(4) of GCC**, before commencement of work, the contractor shall take levels and record them in prescribed record book before initially setting out the works and permanent bench mark will be established in consultation with Site Engineer / Employer's representative. The levels shall be got verified from the Engineer / CONCOR's representative.
- 11) You are requested to execute contract agreement within **60 (sixty) days**, after the date of issuance of this Letter of Acceptance.
- 12) (a) As per **Clause No. 17.1 of Special Conditions of Contract (SCC)**, the contractor should get themselves registered with Assistant Labour Commissioner (Central) concerned and produce the license to CONCOR before signing of the agreement.

(b) The contractor shall provide a **Display Board** at site indicating full details of the project, contractor's address, awarded value of work, date of start, original date of completion and labour license number at a prominent place.
- 13) As per **Clause no. 36 of Special Conditions of Contract (SCC)**, the contractor shall obtain separate code / identification number for contractor's deposit of PF & ESIC dues, if applicable with concerned authority directly. The contractor shall also submit proof of deposit of PF & ESIC amount, by way of PF & ESIC Challans, for release of payment against running bills.
- 14) The contractor shall establish field laboratory for testing of material at site as per **Clause 8.1 of Special Conditions of Contract (SCC)**.
- 15) The contractor shall ensure that all safety precautions are followed strictly **as per Clause no. 3.1 to 3.3 of Special Conditions of Contract** and the Appendix "A" attached to Special Condition of Contract.
- 16) Time is the essence of the contract. Extension of Time (EOT), due to delay on the part of the contractor, i.e. in case the contractor fails to complete the work within the stipulated period, including extended period, if granted, contractor will be liable to pay liquidated damages and not by way of penalty, as per **Clause 17-B of General Conditions Contract (GCC)**.
- 17) You are also informed that tender has been finalized on the basis of papers / certificates / information furnished by you. If these are found to be false or forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD, SD and Performance Bank Guarantee besides any other action provided in the contract.



- 18) You are requested to report and contact our **Project Management Consultant (PMC) i.e. General Manager, M/s IRCON Infrastructure & Services Limited, C-4, District Centre, Saket, New Delhi – 110017** for further instructions, as they have been appointed as PMC for this project by CONCOR.
- 19) This letter of acceptance is being issued to you in triplicate. You are requested to return two copies, duly signed by you or an authorized representative, as a token of your unconditional acceptance of the same.
- 20) All the terms and conditions of tender document will be applicable.
- 21) Please go through Annexure-II (Go/ No Go Gauge) and comply at the earliest.

Thanking You

Encl.: Annexure-I & II

For and On behalf of CONCOR


(M.Ahmed)

Sr. General Manager (Engg.)

Copy:-

- 1) **CGM/ER, - for kind Information please.**
- 2) **Shri Anil Bahri, General Manager (Civil), M/s IRCON Infrastructure & Services Limited, C-4, District Centre, Saket, New Delhi – 110017 - for information & necessary action – for information & necessary action.**