



JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriku Path, Mansarovar, Jaipur- 302020

JAIPUR METRO Tel. No. 0141-2822103 (O), E-mail – jmrc.edtem@gmail.com, edtem@jaipurmetrorail.in



F.No. : - 2(122)/JMRC/O&S/TEM/2019/Electrical and AC work/

Date: 23.02.2019

LETTER OF ACCEPTANCE

To,
M/s Acme Engineering Systems
D -3/195, Chirakoot Scheme, Ajmer Road,
Jaipur-302021
Contact No. 09829060306
Email Id: a.acme27@rediffmail.com

Contract No. – JMRC/O&S/EL/2018-19/NIB/040

Subject: “Air- conditioning work required in shifting of office from Khanij Bhawan to Mansarovar Depot including dismantling of air- conditioners form Khanij Bhawan and RSIC Building JMRC offices, Jaipur and shifting of GC-DMRC(S&T) office from khanij Bhawan to Jalebi Chowk, Jaipur.”

Ref.: (1) Your Technical Bid for the above opened dated 08.02.2019.
(2) Your Financial Bid for the above opened dated 14.02.2019.

Dear Sir,

1. With reference to above , your bid is hereby accepted for above said work at your quoted amount of Rs. 10,08,784.00/- (In Words INR Ten Lakh Eight Thousand Seven Hundred & Eighty Four Only) including all taxes with GST @ 18% as per BOQ attached herewith). The accepted rates/Cost are inclusive of all Taxes, duties and other levies, material, labor and GST etc. Dismantling and Installation charges included in above cost However, GST shall be as applicable on the date of supply of material to JMRC.
2. The contract includes “Supply ,repair, maintenance; testing, servicing and commissioning work of Air conditioner Units required in shifting of JMRC office from Khanij Bhawan to Mansarovar Depot including dismantling work of of Air Conditioning Units from Khanij Bhawan and RSIC Building JMRC offices, Jaipur and shifting of GC-DMRC(S&T) office From Khanij Bhawan to Jalebi Chowk, Jaipur” in which Supply ,repair, maintenance; testing, servicing and commissioning of Air conditioner Units shall be executed at Mansarovar Metro Depot of JMRC and dismantling work of of Air Conditioning Units shall be executed at Khanij Bhawan and RSIC Building JMRC offices, Jaipur as mentioned BOQ including SITC (Supply Installation Testing and Commissioning), transportation, packing and all taxes excluding GST which is being considered in BOQ separately and FOR Dismantling of items from Khanij Bhawan and RSIC Building JMRC offices, Jaipur including, transportation to Mansarovar Depot E&M Store Room No-10, Mansarovar Jaipur, packing and all

Registered Office: KhanijBhawan, UdyogBhawan Premises, TilakMarg, C-Scheme, Jaipur – 302005

Accepted

For Acme Engineering System

Proprietor 23/02/19

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taxes excluding GST which is being considered in BOQ separately. However, GST shall be as applicable on the date of supply of material to JMRC.

3. This LOA is being sent to you in duplicate. You should return a copy duly signed by Authorized signatory on each page endorsing "unconditional acceptance" thereof so as to reach under signed within 03 working days from of receipt of this LOA and submit the performance security as per specified in the NIB.
4. Please take necessary action regarding submission of performance security as required to submit performance security of 10% of contract value vide clause no. 27 of bid document and also as per clause 4.2 of General Conditions of Contract in form of :
 1. Bank Draft or Banker's Cheque or,
 2. Bank guarantee/s of a scheduled bank in favour of Jaipur Metro Rail Corporation Ltd or
 3. Fixed Deposit Receipt (FDR),within **21 days** of receipt of this LOA, which should be valid for **Eighteen (18)** Months from the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. Format of Bank Guarantee for Performance Security will be as per FORM: "D" of bid document attached herewith as Annexure-"C".
5. All incidental arrangements for safe transport of items shall be the responsibility of the bidder. All expenditure to be incurred in this connection shall be borne by bidder.
6. The Quantity of items may vary Positive as well as negative side as per RTPPR rule and the payment shall be paid as per actual quantity and as per payment clause.
7. Inspection Authority: BY JMRC representative as assigned by higher authority. .
8. Minimum warranty period is required 12 months from the date of supply, installation, testing and commissioning.
9. At the end of the completion of work, all machines/equipment under the Scope of work will be handed over as functional machine /equipment.
10. Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC premises.
11. The work shall have to be commenced within 03 days from the issue of this Letter of Acceptance (LOA). The work should be completed within 21 days from the date of commencement of the work.
12. Manager (Traction/E&M), JMRC, Jaipur will be engineer for the contract.
13. The sample of articles used against Complete "Air- conditioning work required in shifting of office from Khanij Bhawan to Mansarovar Depot including dismantling of air- conditioners form Khanij Bhawan and RSIC Building JMRC offices, Jaipur and shifting of GC-DMRC(S&T) office from khanij Bhawan to Jalebi Chowk, Jaipur." will be as per BOQ should be got approved from the engineer before use at site. The materials, spares, consumables, etc. should be of high-quality as per applicable standards and should be BIS/ ISI marked. (if applicable).
14. Scope of Work, duration of contract, payment terms & schedule, penalty, Special conditions of contract (General) etc. and all other terms and conditions shall be as per bid document duly signed by you. The work shall be executed as per terms and conditions, scope of work and technical specifications mentioned in bid document.
15. You are advised to visit the site and take account of Supply and installation, dismantling work before commencing the work. For making a visit to site, you may contact Mr. Rajkamal, JE/E&M/MSVD JMRC at his mobile no.7728895627.
The spares/items to be supplied/ installed during the work should be as per List of Approved Make. (As per Bid document) attached herewith as Annexure-"B".
16. The currency or currencies in which payments shall be made under this Contract shall be Indian Rupees (INR) only. You must enclose a copy of cancelled check in the

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following format at the time of submission of Performance Security on letter head of your firm:-

S.No.	Bank details	
1.	Bank name	
2.	Bank address	
3.	Bank account no	
4.	Type of account	
5.	IFSC no	

Encl.:

1. Accepted BOQ- Annexure A
2. List of Approved Make- Annexure B
3. Format of Bank Guarantee for Performance Security -Annexure C (FORM: "D" of bid document)
4. Form of Agreement- Annexure D (FORM: "E" of bid document)

Yours sincerely

B. M. Meena

23.2.19

(B. M. Meena)
ED (Traction and E&M)

d/c

Copy to -

- i. Director (Finance), Director(O&S) JMRC
- ii. GM (Finance), JMRC
- iii. Mgr.(Traction /E&M)
- iv. JE /E&M Store,JMRC
- v. JE/E&M Manasarovar Depot,JMRC

B. M. MEENA

IRSEE

Executive Director
(Traction And E & M)

Jaipur Metro Rail Corporation Ltd.
JAIPUR-302020

Accepted.

For Acme Engineering System

[Signature]

23/02/19

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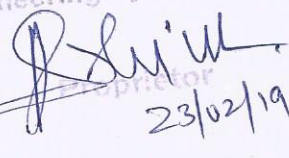
Annexure- A

Accepted BILL OF QUANTITIES (BOQ)

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Rs.	GST %	GST Amount	Total amount without taxes in Rs.	Total amount with taxes	Total amount in words
1	Dismantling of High Wall Split AC from Khanij Bhawan and RSIC building AC Capacity:1.0/1.5/2.0TR	36	Nos	900	18.0%	5832.00	32400.00	38232.00	INR Thirty Eight Thousand Two Hundred & Thirty Two Only
2	Dismantling of Cassette type AC from Khanij Bhawan and RSIC building AC Capacity:1.5/2.0TR	3	Nos	1800	18.0%	972.00	5400.00	6372.00	INR Six Thousand Three Hundred & Seventy Two Only
3	Dismantling of Window type AC from Khanij Bhawan and RSIC building AC Capacity:1.5/2.0TR	12	Nos	650	18.0%	1404.00	7800.00	9204.00	INR Nine Thousand Two Hundred & Four Only
4	Supply of DX Cassette AC capacity 2.0TR for Room No. 210 Make: Daikin, Bluestar, Hitachi	1	Nos	57000	28.0%	15960.00	57000.00	72960.00	INR Seventy Two Thousand Nine Hundred & Sixty Only
5	Supply and fixing of Cassette outdoor unit MS stand (If required)	4	Nos	600	18.0%	432.00	2400.00	2832.00	INR Two Thousand Eight Hundred & Thirty Two Only
6	Supply and Fixing of copper pipes for Cassette type AC (Quantity may vary as per actual consumption)	100	Meter	600	18.0%	10800.00	60000.00	70800.00	INR Seventy Thousand Eight Hundred Only
7	Supply and Fixing PVC Drain Pipe for cassette AC (Quantity may vary as per actual consumption)	35	Nos	100	18.0%	630.00	3500.00	4130.00	INR Four Thousand One Hundred & Thirty Only
8	Installation, testing & Commissioning charges of New DX cassette AC indoor and outdoor unit, copper pipe with nitrile foam insulation, electrical cables and accessories as required.	1	Job	2500	18.0%	450.00	2500.00	2950.00	INR Two Thousand Nine Hundred & Fifty Only
9	ITC charges for Old DX cassette AC indoor and outdoor unit, copper pipe with nitrile foam insulation, electrical cables and accessories as required.	3	Job	2500	18.0%	1350.00	7500.00	8850.00	INR Eight Thousand Eight Hundred & Fifty Only
10	Supply, Installation, Testing and Commissioning of FRLS copper cable for AC outdoor Unit Distribution Board, including making connection, laying on existing cable trays with cable ties/ laying on surface by means of screws, rag bolts, MSU clamps as required.4Cx10sq.mm copper cable (Quantity may vary positive as well as negative as per actual consumption)Make: Havells, RR kabel, Finolex	330	Meter	380	18.0%	22572.00	125400.00	147972.00	INR One Lakh Forty Seven Thousand Nine Hundred & Seventy Two Only

Accepted,

For Acme Engineering System



23/02/19



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11	Supply, Installation, Testing and Commissioning of FRLS copper cable for DX Cassette AC Outdoor unit and outdoor to Indoor Unit, including making connectuon, laying on existing cable trays with cable ties/ laying on surface by means of screws, rag bolts, MSU clamps as required. 4Cx2.5sq.mm copper cable (Quantity may vary positive as well as negative as per actual consumption) Make: Havells, RR kabel, Finolex Make: Daikin, Bluestar, Hitachi	120	Meter	115	18.0%	2484.00	13800.00	16284.00	INR Sixteen Thousand Two Hundred & Eighty Four Only
12	Making arrangement in the existing glass of window to cross the refrigerant piping for interconnection of indoor & outdoor units (If required)	25	Job	700	18.0%	3150.00	17500.00	20650.00	INR Twenty Thousand Six Hundred & Fifty Only
13	P&F Recessed/ Surface mounting heavy duty type sheet steel Distribution board phophatised/ powder painted complete with copper bus bar, shorting link, neutral link, earth link and din bar masking sheet conforming to IS13032 & IS8623 including making internal DB terminations with copper lugs, testing etc. as required.								
13.01	Double door (Three phase) Per phase isolation								
13.02	2+8 Way	1	Job	3800	18.0%	684.00	3800.00	4484.00	INR Four Thousand Four Hundred & Eighty Four Only
14	Supply of 63A TPN MCB, 240/415 V AC MCB with positive isolation of breaking capacity not less than 10 KA (B/ C/ D tripping characteristic) ISI marked IS 8828(1996)]/ conforming to IEC 60898 for Sr. No. 10 DB. Make: ABB, L&T, Scheinder, Legrand	1	Nos	2000	18.0%	360.00	2000.00	2360.00	INR Two Thousand Three Hundred & Sixty Only
15	Supply of TPN MCB 40A for AC units for Sr. No. 10 DB. Make: ABB, L&T, Scheinder, Legrand	5	Nos	2000	18.0%	1800.00	10000.00	11800.00	INR Eleven Thousand Eight Hundred Only
16	Servicing of Old Cassette AC (If required)	3	Job	800	18.0%	432.00	2400.00	2832.00	INR Two Thousand Eight Hundred & Thirty Two Only
17	Installation, testing & Commissioning of Old 2.0TR Hi-wall Split Air-Conditioner units complete with outdoor units comprising condenser, compressors, etc. and indoor units comprising of evaporative blowers, expansion device, microprocessor based remote controls, etc.								
17.01	Installation, testing & Commissioning of Old 2.0TR Hi-wall Split AC units	21	Job	1600	18.0%	6048.00	33600.00	39648.00	INR Thirty Nine Thousand Six Hundred & Forty Eight Only
18	SITC of extra copper piping of appropriate size (suction & liquid) for above units with nitrile foam insulation etc as required. (Quantity may vary positive as well as negative as per actual consumption)	350	Meter	600	18.0%	37800.00	210000.00	247800.00	INR Two Lakh Forty Seven Thousand Eight Hundred Only
19	Supply and fixing of MS Stand for AC outdoor Unit (If required)	25	Nos	600	18.0%	2700.00	15000.00	17700.00	INR Seventeen Thousand Seven Hundred Only

Accepted.

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20	SITC of FRLS copper cable for Split AC Units including making connection, laying on existing cable trays with cable ties/ laying on surface by means of screws, rag bolts, MSU clamps as required. (Quantity may vary positive as well as negative as per actual consumption) 3Cx2.5sq.mm copper cable Make: Havells, RR kabel, Finolex	720	Meter	100	18.0%	12960.00	72000.00	84960.00	INR Eighty Four Thousand Nine Hundred & Sixty Only
21	SITC of PVC Drain Pipe from indoor units to nearest drain point (Quantity may vary as per actual consumption)	150	Meter	100	18.0%	2700.00	15000.00	17700.00	INR Seventeen Thousand Seven Hundred Only
22	Providing and Fixing of Surface Mounting Heavy Duty type sheet steel Distribution Box Phosphatised/Powder painted complete with suitable rating insulated copper bus bar, shorting link, neutral link, earth link and din bar, making sheet, conforming to IS13032 & IS8623 including making internal DB terminations with copper lugs, etc. as required Double Door, Three Phase (Incomer TPN MCB),								
22.01	Double door (Three phase)								
22.02	6 Way	1	Nos	3000	18.0%	540.00	3000.00	3540.00	INR Three Thousand Five Hundred & Forty Only
23	Providing and Fixing of Surface Mounting Heavy Duty type sheet steel Distribution Box Phosphatised/Powder painted complete with suitable rating insulated copper bus bar, shorting link, neutral link, earth link and din bar, making sheet, conforming to IS13032 & IS8623 including making internal DB terminations with copper lugs, etc. as required (Incomer TPN MCB),								
23.01	Double door (Three phase)								
23.02	Four Way	1	Nos	2500	18.0%	450.00	2500.00	2950.00	INR Two Thousand Nine Hundred & Fifty Only
28	Supply of SP MCB 16A Make: ABB, L&T, Scheinder, Legrand	2	Nos	200	18.0%	72.00	400.00	472.00	INR Four Hundred & Seventy Two Only
29	Supply of TPN MCB 40A for AC units in Distribution Board Make: ABB, L&T, Scheinder, Legrand	1	Nos	2000	18.0%	360.00	2000.00	2360.00	INR Two Thousand Three Hundred & Sixty Only
30	Supply of DP MCB 25A for AC units in Distribution Board Make: ABB, L&T, Scheinder, Legrand	21	Nos	800	18.0%	3024.00	16800.00	19824.00	INR Nineteen Thousand Eight Hundred & Twenty Four Only
31	Servicing of Old Split AC (if required)	21	Nos	600	18.0%	2268.00	12600.00	14868.00	INR Fourteen Thousand Eight Hundred & Sixty Eight Only
32	Supplying of Fresh refrigerent R22 for AC Units if required	30	Kgs	650	18.0%	3510.00	19500.00	23010.00	INR Twenty Three Thousand & Ten Only

Accepted.

For Acme Engineering System

R. Shinde

23/02/19

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33	Supply and Wiring of light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq. mm nominal size FRLS PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) of approved make on surface ISI marked (IS:9537 P-II) PVC Casing Caping & it's accessories, round tiles, Modular Surface Box with earth terminal, 6A Modular switch, Modular plate with grid plate, pvc bushes, check nuts, screws, making connections, testing etc. as required.								
33.01	Medium point (up to 6 mtr.)	6	P.Poi nt	1500	18.0%	1620.00	9000.00	10620.00	INR Ten Thousand Six Hundred & Twenty Only
33.02	Long point (up to 10 mtr..)	5	P.Poi nt	1800	15.0%	1350.00	9000.00	10350.00	INR Ten Thousand Three Hundred & Fifty Only
34	Supply adn Wiring of 3 pin 5 amp. plug point with 1.5 sq. mm nominal size FRLS PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) of approved make on surface ISI marked (IS:9537 P-II) PVC Casing Caping & it's accessories, round tiles, Modular Surface Box with earth terminal, 6A Modular switch, 6A Modular Socket, Modular plate with grid plate, pvc bushes, check nuts, screws, making connections, testing etc. as required.								
34.01	Medium point (up to 6 mtr.)	3	P.Poi nt	2000	18.0%	1080.00	6000.00	7080.00	INR Seven Thousand &Eighty Only
35	Supplying and fixing of Power plug point with accessories on Moulded PVC Modular Surface Box with suitable size of grid plate with cover plate including cost of Modular 16A Switch and Socket, making connection, testing etc. as required.	6	Each	400	18.0%	432.00	2400.00	2832.00	INR Two Thousand Eight Hundred & Thirty Two Only
36	Supplying and drawing FR PVC insulated & Unsheathed flexible copper conductor ISI marked (IS:694) of 1.1 kv grade and approved make in existing surface or recessed conduit/ casing caping including making connections etc. as required.								
36.01	2x2.5sq.mm+ 1x1.5sq.mm	50	R.Met er	140	18.0%	1260.00	7000.00	8260.00	INR Eight Thousand Two Hundred & Sixty Only
37	Supply & Fixing of ISI marked (IS:14927 P-II) PVC casing caping along with accessories like coupler, inner, outer, elbow, square box, tee etc. on surface with screws expansion fasteners as required.								
37.01	25mm x 12mm	25	R.Met er	100	18.0%	450.00	2500.00	2950.00	INR Two Thousand Nine Hundred & Fifty Only

Accepted,

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38	Installation, Testing & Commissioning of Old 1.5/2.0 TR Hi-Wall Split Air Conditioner units Complete with outdoor unit comprising condenser, compressors etc. and indoor unit comprising of evaporative blowers, expansion device, microprocessor based remote control.	4	Job	1500	18.0%	1080.00	6000.00	7080.00	INR Seven Thousand & Eighty Only
39	SITC of extra copper piping of appropriate size (suction and liquid) for above units with nitrile rubber insulation etc.as required (If required).	30	Meter	600	18.0%	3240.00	18000.00	21240.00	INR Twenty One Thousand Two Hundred & Forty Only
40	SITC of PVC Drain pipe from indoor units to nearest drain point (If required).	30	Meter	100	18.0%	540.00	3000.00	3540.00	INR Three Thousand Five Hundred & Forty Only
41	Supply and Fixing of MS stand for AC outdoor unit (If required)	4	Nos.	600	18.0%	432.00	2400.00	2832.00	INR Two Thousand Eight Hundred & Thirty Two Only
42	SITC of FRLS copper cable For Split AC units including making connection, laying on existing cable surface by means of screws, rag bolts, MSU clamps as required. 3CX2.5 mm. Make: Finolex/Havells/RR Kabel (If required)	75	Meter	100	18.0%	1350.00	7500.00	8850.00	INR Eight Thousand Eight Hundred & Fifty Only
43	SITC of FRLS copper cable For Split AC units including making connection, laying on existing cable surface by means of screws, rag bolts, MSU clamps as required. 3CX4.0 mm. Make: Finolex/Havells/RR Kabel (If required)	50	Meter	140	18.0%	1260.00	7000.00	8260.00	INR Eight Thousand Two Hundred & Sixty Only
44	SITC of FRLS Aluminium cable For Main Power Distribution Board From Energy Meter, including making connection, laying on existing cable surface by means of screws, rag bolts, MSU clamps as required. 4CX10.0 mm. Make: Finolex/Havells/RR Kabel	25	Meter	380	18.0%	1710.00	9500.00	11210.00	INR Eleven Thousand Two Hundred & Ten Only
45	Installation of Ceiling Fan/Wall Mounted Fan	4	Nos.	400	18.0%	288.00	1600.00	1888.00	INR One Thousand Eight Hundred & Eighty Eight Only
46	Supply of and Fixing of 63A TPN MCB, 240/415/ VAC MCB with positive isolation of breaking capacity not less than 10kA (B/C/D tripping characteristic ISI marked IS 8828(1996))/conforming to IEC 60898 Make: ABB/L&T/Schneider/Legrand.	1	Nos.	2000	18.0%	360.00	2000.00	2360.00	INR Two Thousand Three Hundred & Sixty Only
47	Supply of DP MCB 25 Amp. For AC units Make: ABB/L&T/Schneider/Legrand.	2	Nos.	800	18.0%	288.00	1600.00	1888.00	INR One Thousand Eight Hundred & Eighty Eight Only
Total Accepted Amount in INR							850300.00	1008784.00	INR Ten Lakh Eight Thousand Seven Hundred & Eighty Four Only

Accepted.

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(B. M. Meena)

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For Acme Engineering System

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ED (Traction and E&M)
Annexure B

List of Approved Make

<u>Sr. No.</u>	<u>Description of Item</u>	<u>Acceptable Make</u>
1	DX Cassette AC capacity 2.0TR for Room No. 210	Daikin, Bluestar, Hitachi
2	FRLS copper cable for AC outdoor Unit Distribution Board,	RR kabel, Finolex, Havells or similar
3	MCB	ABB, L&T, Scheinder, Legrand or Similar
4	Module surface Switch Box, modular Switch, Modular socket	Legrand, Crabtree ,Havells, Goldmedal or Similar
5	Supply of Flexible Conduit (G.I)	Jindal,Surya or Similar
6	PVC Casing-Caping,Conduit	Jindal ,A-One or Similar

NOTE:-

- 1 Dimensions and other sizes of accessories required for SITC work of Air Conditioners shall be as per original manufacturer of particular make of Air Conditioners.
- 2 All the items to be got approved by engineer in-charge of JMRC before work execution

for meena
(B. M. Meena) 23/2/19
ED (Traction and E&M) o/c

B. M. MEENA
IRSEE
Executive Director
(Traction And E & M)
Jaipur Metro Rail Corporation Ltd.
JAIPUR-302020

Accepted,

For Acme Engineering System

RSu'W-
Proprietor
23/02/19

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Annexure C

Form: D Format of Bank Guarantee for Performance Security

(Refer Clause 27.0 of "Instructions to Bidders")

1. This deed of Guarantee made this day of _____ 2019 between Bank of _____ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for **"Air-Conditioning work required in Shifting of office from Khanij Bhawan to Mansarovar Depot including dismantling of Air-Conditioners from Khanij Bhawan and RSIC building JMRC offices, Jaipur and shifting of GC-DMRC(S&T) office From Khanij Bhawan to Jalebi Chowk, Jaipur"** of Jaipur Metro Rail corporation (hereinafter called "the Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the Contractor")
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of **18 Months** from the date of signing of the agreement.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment thereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2019 being herewith duly authorized.

For and on behalf of the _____ Bank.

Accepted,

Signature

For Acme Engineering System

Signature
23/02/19

Signature of authorized Bank official

Name :

Designation : I.D. No :

Stamp/Seal of the Bank :

Signed, sealed and delivered

for and on behalf of the Bank

by the above named

In the presence of :

Witness 1. Signature

 Name

 Address

Witness 2. Signature

 Name

 Address

dy

For Acme Engineering System
Proprietor

R. S. W.
23/02/19

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ANNEXURE – D

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FORM OF AGREEMENT

(Refer Clause 26.0 of “Instructions to Bidders”)

This Agreement is made on the _____ day of _____ 2019 Between Jaipur Metro Rail Corporation Limited, Khanij Bhawan, Tilak Marg, C- Scheme Jaipur- 302005 hereinafter called “the Employer” of the one part and _____ (Name and Address of Contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz “**Air-Conditioning work required in Shifting of office from Khanij Bhawan to Mansarovar Depot including dismantling of Air-Conditioners from Khanij Bhawan and RSIC building JMRC offices, Jaipur and shifting of GC-DMRC(S&T) office From Khanij Bhawan to Jalebi Chowk, Jaipur**” of Jaipur Metro Rail corporation Limited hereinafter called “the Works” and has accepted a Bid by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

Now THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Notice Inviting Bid
 - (e) Specifications
 - (f) Bill of Quantities
 - (g) Form of Bid with Appendix
 - (h) Addendums, if any
 - (i) Other conditions agreed to and documented as listed below:
 - (i) Statement of deviations (if applicable)
 - (ii) Any other item as applicable
1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
2. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of acceptance subject to such additions

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3. thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. OBLIGATION OF THE CONTRACTOR

Accepted.

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For Asme Engineering System

R. Shrivastava
23/12/19

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

5. JURISDICTION OF COURT

The Courts at JAIPUR shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said _____

By the said _____

Name _____

Name _____

on behalf of the Contractor in the presence of
Witness _____

on behalf of the Employer in the presence of
Witness _____

Name _____

Name _____

Address _____

Address _____

Note :

* To be made out by the Employer at the time of finalization of the Form of Agreement.

** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

Accepted,
/

For Acme Engineering System

Proprietor
23/02/19

dy