JAIPUR METRO

JAIPUR METRO RAIL CORPORATION

KHANIJ BHAWAN,TILAK MARG,JAIPUR
Telephones: 0141-5192108, Fax : 0141-5192120
Website:www.jaipurmetrorail.in

No.F-1(9)/JMRC/DCA/Revenue/Mobile coverage/2014-15/975 Dated: 14.05.2015
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LETTER OF ACCEPTANCE

To,
M/S Indus Towers Ltd.
D-34, Subhash Marg, G-Business Park,
3rd Floor, C-Scheme, Jaipur 01

Subject: **Letter of Acceptance (LOA) for "Provision of Multi Operator Mobile Coverage at Mansarovar Depot"**

Ref. No.: **JMRC RFP No. F-1(9)/JMRC/DCA /Revenue/Mobile coverage/2014-15/11 Dated: 04.03.2015**

Dear Sir /Madam,

This is to inform you that you have been adjudged as successful bidder in respect of above referred RFP for Provision of Multi Operator Mobile Coverage at Mansarovar Depot at the monthly rent of **Rs. 15,000/- (Rupees Fifteen Thousand only)** per month (Service Tax extra, as applicable).

As per the terms and conditions of the RFP and clarification issued thereto, you are requested to:

1. Return one copy of this LOA duly signed and unequivocally accepted and stamped by your authorised signatory within 7 Days from the date of issue of this LOA, along with the following:.
   a. Deposit Performance Security Deposit amount of Rs. 3,00,000/- (Rs. Three Lacs only) in the form of a Demand Draft **OR** Bank Guarantee (in Proforma provided in Annexure-IX of RFP, copy enclosed) issued by a scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. In case of Bank Guarantee, it should remain valid for a period of 6 months beyond the expiry of the Lease Agreement i.e., up to 126 months from the date of Lease Agreement.
   b. Deposit Installation Security amount of Rs. 2,00,000/- (Rs. Two Lacs only) in the form of Bank Guarantee (in Proforma provided in Annexure-X of RFP, copy enclosed) issued by a scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. This Bank Guarantee should remain valid for a period of 6 months from the date of issue of LOA.
2. Execute an agreement on a non-judicial stamp paper of Rs. 100/- (as per format at Annexure-V of the RFP and clarification issued thereto) within 15 days of issue of this LOA. The cost of stamp duty on execution of the lease agreement, registration charges and any other related charges shall be borne by you.

Thanking you,

Sincerely yours,

Encl.: As above.

(R. C. Sharma)
Executive Director (Corporate Affairs)

ANNEXURE-IX

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSITS

(to be submitted by the successful bidder at the time of agreement)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs.** _____ for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Contract Agreement for **install telecommunication equipment for cellular signal enhancement to provide passive mobile coverage at Mansarovar Depot of JMRC, Jaipur and to tie up with mobile service providers for providing seamless mobile connectivity to employees of Jaipur Metro working there** pursuant to the RFP No. _____ dated _____ issued by JMRC for **RFP FOR PROVISION OF MULTI OPERATOR MOBILE COVERAGE AT MANSAROVAR DEPOT of JMRC, JAIPUR** we, _____ (name of the Guaranteeing Bank, hereinafter referred to as "the Bank") at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Contract agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded not withstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Selected Bidder shall have no claim against us for making such payment.

4. We _____(name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 84 Months from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the Contract agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.

2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. The stamp paper of the appropriate value shall be purchased in Rajasthan jurisdiction only
4. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

   Director Corporate Affairs
   Jaipur Metro Rail Corporation Ltd.
   JMRC Office, 3rd Floor,
   Khanij Bhawan, Udyog Bhawan Premises,
   Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE-X

FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT
(to be submitted by the successful bidder at the time of agreement)

To:

Chairman and Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme,
Jaipur-302005 (Raj).

WHEREAS_____
_____ (Name and address of the Agency) (hereinafter called **"the Agency")** has undertaken, in pursuance of **RFP No. F-1(9)/JMRC/DCA/REVENUE/Mobile coverage/2014-15/11 Dated: 04.03.2015** for **"RFP FOR PROVISION OF MULTI OPERATOR MOBILE COVERAGE AT MANSAROVAR DEPOT", (hereinafter called "the Agreement")**

AND WHEREAS it has been stipulated by you in the said Lease Agreement that the Agency shall furnish you with a Bank Guarantee from a Scheduled Commercial Bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we _____ (Insert name and address of Bank) have agreed to give the Agency such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of Rs._____(In figures) Rupees_____ (In words) (amount of Guarantee) such sum being payable in the types and proportion of currencies in which the Lease Rent and other charges are payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of Rupees _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for six months from the date issue of this Bank Guarantee. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. The stamp paper of the appropriate value shall be purchased in Rajasthan jurisdiction only
4. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

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   Jaipur Metro Rail Corporation Ltd.
   JMRC Office, 3rd Floor,
   Khanij Bhawan, Udyog Bhawan Premises,
   Tilak Marg, C-Scheme, Jaipur-302005.