

Through e-mail and Speed Post

F.No. :- 2(117)/JMRC/O&S/TEM/2018/ Rate Contract for Lift Rope / **7768**

Date: 19.07.2019

**LETTER OF ACCEPTANCE**

To,

**M/s PRINCE ELEVATORS & ESCALATORS,**

P.No.- 05, Govind Nagar-A,

Niwaru Link Road, Govindpura,

Kalwar Road, Jhotwara,

Jaipur-302012, (Rajasthan)

Ph- 9694915954, 9982823583

Email id- [princeliftsjaipur@gmail.com](mailto:princeliftsjaipur@gmail.com)

**Contract No. – JMRC/O&S/EL/2018-19/NIB/045**

**Sub.: “Rate Contract for Reinstallation of misaligned lift rope in JMRC”.**

Ref.: (1) Your Bid for the above opened on 12.06.2019.

(2) Negotiation meeting held on 25.06.2019.

Dear Sir,

With reference to above, your bid is hereby accepted for above said work at your quoted amount of Rs. **2,45,440/- (In Words : Two Lakh Forty Five Thousand Four Hundred Forty Rupees Only.)** including all taxes with GST @ 18% as per BOQ attached herewith. i.e. against the estimated cost of Rs **2,36,590/-** (including all taxes with GST@18% ). The accepted rates/Cost are inclusive of all Taxes, duties and other levies, material, labor and GST etc.. However, GST shall be as applicable at the time of billing. The award is subject to the following conditions:

**(a) Signing of Contract Agreement and Submission of Performance Security**

1. Within 15 days from the date of issue of Letter of Acceptance, you will be required to execute the Contract Agreement.
2. It may please be noted that until a contract agreement is executed, this letter will constitute a binding contract between you and JMRC.
3. Prior to signing of the Contract Agreement, you shall submit performance security as required to submit performance security of 10% of basic contract value i.e. excl. GST i.e. **Rs. 20,800/-** vide clause no. 2.23 of bid document and also as per Clause 75 of RTPPR 2013 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 **10 days** of receipt of this LOA, which should be valid for 60 days beyond 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 attached herewith as Annexure B.

**(b) Provision for Operation of Rate Contract**

1. This shall be governed as per clause 3.1.2 of Section 3: General Conditions of Contract of bid document.







JAIPUR METRO

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(A Govt. of Rajasthan undertaking)

**Directorate of Operations & Systems**

Room No.407, Administrative Building, Bhriugu Path, Mansarovar, Jaipur- 302020

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

2. This is a running rate contract which shall be valid for one year from the date of award/ LOA of rate contract. However the validity of rate contract may be extended for further three months as per RTPPR Rule 29(2)(i) on mutual consent of contractor and JMRC at the same terms and conditions.
3. This is running rate contract so JMRC shall give Letter of Indent (LOI) to execute the miscellaneous electrical works as and when required during the currency of contract. The contractor has to execute the given works as per the specifications and running contractor's bill shall be paid by JMRC. The proper account of the work done item-wise/LOI shall be maintained in a register by Engineer in- charge work/Manager (Traction/E&M).

**(c) Commencement of the Work:**

The date of commencement of work shall be intimated through **Notice to Proceed** and date of completion shall be reckoned from the date of commencement of the work. The notices to proceed shall be issued separately. The notices to proceed shall be issued at least seven days in advance of scheduled date of commencement of work.

**(d) Payment Terms:**

1. Schedule of payment will be as per clause 4.2 of section 4 of bid document.
2. No advance shall be paid to the contractor.
3. If any work/item not carried out as per the specification of the work the proportion amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill.
4. No price variation shall be their during the agreement period/extended period of agreement.
5. The quantity of work may vary as per site requirement during contract period/ extended period and this shall be governed as per RTPPR Rule 73(3)(a)&(b).
6. Contract price shall be inclusive of all taxes, duties, royalties etc. Nothing shall be extra shall be payable over the accepted rates.

**(e) Warranty :**

1. The warranty of each item or individual works which shall be reckoned from the date of completion of the individual work as recorded by the Engineer-In-Charge and shall be governed as per clause 24 of Special Conditions of Contract.
2. Warranty terms of supplied material and work shall be as per clause 4.3 of Section 4 of Bid document.

**(f) Unconditional Acceptance:**

This Letter of Acceptance (LOA) along with Bill of Quantities is being sent to you in duplicate. You are requested to return a copy signed by Authorized signatory on each page endorsing "**unconditional acceptance**" thereof so as to reach under signed within 05 working days from of receipt of this LOA. It may please be noted that until a formal agreement is executed, this letter will constitute a binding contract between you and JMRC.

**(g)** Bid document is part of this LOA. This LOA is under RTPP Act & Rules.



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Encl.:

1. Accepted BOQ- Annexure A
2. Format of Bank Guarantee for Performance Security -Annexure B
3. Form of Agreement- Annexure C

Yours sincerely

*B. M. Meena*  
19.7.19

**(B. M. Meena)**

ED (Traction and E&M)

Copy to –

1. Director (Finance),
2. Director (O&S) JMRC
3. GM (Finance), JMRC
4. Manager(Traction /E&M)
5. Mrs. Pinki Chaudhary, JE /E&M/Lift and Escalator.

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





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Annexure-AAccepted BoQ

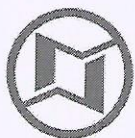
Contract No. – JMRC/O&amp;S/EL/2018-19/NIB/045

Sub.: “Rate Contract for Reinstallation of misaligned lift rope in JMRC”.

Bidder's Name: M/s PRINCE ELEVATORS &amp; ESCALATORS.

Sr. No.	Lift Type (Capacity and Height)	Work/Item Description	Unit	Qty. (A)	M/s PRINCE ELEVATORS & ESCALATORS				
					Unit Rate (B)	Total Amount excluding GST (C=A*B)	GST %	GST Amount (D=C*GST %)	Total amount with taxes (E=C+D)
1	Two landing (13 passenger/1000kg, less than 10m height)	Reinstallation of Existing Misaligned Lift Rope	Job	4	5500	22000	18%	3960	25960
2	Two landing (13 passenger/1000kg, Greater than or equal 10m height)	Reinstallation of Existing Misaligned Lift Rope	Job	1	5500	5500	18%	990	6490
3	Three landing (13 passenger/1000kg, Greater than or equal 10m height)	Reinstallation of Existing Misaligned Lift Rope	Job	1	5500	5500	18%	990	6490
4	Five landing (13 passenger/1000kg, Greater than or equal 10m height)	Reinstallation of Existing Misaligned Lift Rope	Job	1	6200	6200	18%	1116	7316
5	Five landing (20 passenger/1500kg, Greater than or equal 22m height)	Reinstallation of Existing Misaligned Lift Rope	Job	2	7900	15800	18%	2844	18644

Registered Office: Admin. Building, Mansarovar Metro Train Depot, Bhrgu Path, Mansarovar, Jaipur – 302020  
CIN : U60221RJ2010SGC030630



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6	Two landing (13 passenger/1000kg, less than 10m height)	Dismantling of Existing rope and installation of New Lift Rope	Job	2	14000	28000	18%	5040	33040
7	Two landing (13 passenger/1000kg, Greater than or equal 10m height)	Dismantling of Existing rope and installation of New Lift Rope	Job	1	14000	14000	18%	2520	16520
8	Three landing (13 passenger/1000kg, Greater than or equal 10m height)	Dismantling of Existing rope and installation of New Lift Rope	Job	1	14000	14000	18%	2520	16520
9	Five landing (13 passenger/1000kg, Greater than or equal 18m height)	Dismantling of Existing rope and installation of New Lift Rope	Job	1	14000	14000	18%	2520	16520
10	Five landing (20 passenger/1500kg, Greater than or equal 20m height)	Dismantling of Existing rope and installation of New Lift Rope	Job	1	18000	18000	18%	3240	21240
11	All type of Lifts	Supply of 10sq.mm Lift Rope Make: Usha Martin	Running Meter	500	130	65000	18%	11700	76700
<b>TOTAL COST IN Rs.</b>									<b>2,45,440/-</b>
<b>TOTAL COST IN FIGURES:</b>			<b>Two Lakh Forty Five Thousand Four Hundred Forty Rupees Only</b>						



**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

(Refer Clause 2.23 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 -“**Rate Contract for Reinstallation of misaligned lift rope in JMRC**”. 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 ..... **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.

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.....





**Annexure C**

Page 1 of 2

**FORM OF AGREEMENT**

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 “**Rate Contract for Reinstallation of misaligned lift rope in JMRC**”, 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 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.
3. **OBLIGATION OF THE CONTRACTOR**

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







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PAGE 2 OF 2

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.

**4. 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 \_\_\_\_\_

*Top*

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.