



JAIPUR METRO

**JAIPUR METRO RAIL CORPORATION LIMITED**

(A Govt. of Rajasthan undertaking)

**Directorate of Operations & Systems**

4<sup>th</sup> Floor, Administrative Building, Bhargu Path, Mansarovar, Jaipur- 302020

Tel. No. 0141-2822403 (O), E-mail – jmrc.edtem@gmail.com

F.No. 1(44)/JMRC/O&S/TEM/2019/CAMC of FACP of Elevated Stations

17573

Date: 19.06.2019

**Letter of Acceptance**

To,

**M/s DAKSH ELECTRONICS PVT. LTD.**

19, DSIDC, Computer Complex, Schem-1, Okhla Indl. Area,  
Phase-2, New Delhi-110020

Email-ase99india@yahoo.co.in

Web-www.dakshglobal.com

Ph.-011-46515680, 26385390, 46515680

**Contract No. – JMRC/O&S/EL/2019-20/NIB/004**

**Sub. : “Comprehensive Annual Maintenance Contract (CAMC) for Fire Alarm Control System (FACP) installed at Eight Numbers Metro Stations for Three years”**

Ref.: (1) Your Bid for the above opened on 21.05.2019 (technical cum financial).  
(2) Negotiation Meeting held on 03.06.2019.

Dear Sir,

1. With reference to above, your bid is hereby accepted for above said work at your quoted amount of **Rs. 10,34,152/-** incl all taxes (**Ten Lakh Thirty Four Thousand One Hundred Fifty Two Rupees Only**) against the Estimated amount Rs. 11,18,580/- including all taxes with GST @18%. The accepted rates/Cost shall be for All Eight Elevated Metro Station, Jaipur are inclusive of all Taxes, duties, spare parts and GST. No other charges shall be paid by JMRC.
2. The contract period of CAMC is **Three Years** from the date of commencement of work.
3. This LOA is being sent to you in duplicate. You should return a copy signed by Authorized signatory on each page endorsing “unconditional acceptance” thereof so as to reach under signed within 07 days of receipt of this LOA.
4. It may be noted that until formal agreement is executed, this letter will constitute the binding contract between you and JMRC. Within 15 days from the date of issue of Letter of Acceptance, you will be required to execute the Contract Agreement. Form of Agreement is attached herewith as “Annexure C”.
5. The work shall be commenced within 10 days of issue of this LOA.
6. Mr. Rakesh Kumar Juneja, J.E. /E&M is nominated as Field Incharge for this work. And Manager (Traction/E&M), JMRC, Jaipur will be Engineer for the contract.

**Registered Office: Administrative Building, Mansarovar Metro Train Depot, Bhargu Path, Mansarovar, Jaipur – 302020. CIN: U60221RJ2010SGC030630 Website: www.jaipurmetrorail.in**

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7. You are required to submit **Performance Security** of 05% of Basic Contract Value i.e. Excluding GST vide clause no. (m) of NIB and also as per Clause 75 of RTPPR 2013 in form of (i) Bank Draft or Banker's Cheque of a scheduled bank or, (ii) Bank Guarantee from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd payable at Jaipur or (iii) Fixed Deposit Receipt (FDR) of a scheduled bank 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".
8. At the end of the period of CAMC, all machines/system under CAMC will be handed over as fully operational and in healthy condition.

**9. SCOPE OF WORK:**

- 9.1 All spare parts supplied for Fire Alarm Control System installed at Eight Elevated Metro Stations in JMRC will be from **M/s DAKSH ELECTRONICS PVT.LTD.** During CAMC.
- 9.2 The CAMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during the CAMC Period:-
  - a) All parts required for 32 zone fire alarm control panel.
  - b) All parts required for 32 zone fire alarm control repeater panel.
  - c) All parts required for Public Address System(PA system)
  - d) Hooter
  - e) Strobe
  - f) Manual Call Point
  - g) Response Indicator
  - h) WMS(Weight Monitoring System)
  - i) Detector(Smoke/Multi Sensor)

**9.3 PREVENTIVE MAINTANANCE**

- 9.3.1 The scope of work includes checking the performance of Fire Alarm Control System and submitting a report after every visit. His scope of work includes- unit check-up and general cleaning, chemical cleaning of electronic card, replacement of components as per the complaint during the CAMC Period.
- 9.3.2 Minimum Twelve visits per year are mandatory during the contract period and additional visit as and when required, due to complaint in Fire Alarm Control System
- 9.3.3 The contractor has to maintain a register for the periodical maintenance and repair, which have to be jointly signed with representative of the JMRC, which is witness the same, and the contractor representative. The contractor should depute only qualified / experienced technicians for carrying out the preventive maintenance work.

**9.4 CORRECTIVE MAINTANANCE**

- 9.4.1 In case of any complaint/ breakdown/fault in any equipment, it is advised to depute service engineer to reach site of JMRC and attend and rectify the fault within 48 hours of reporting on telephonically/FAX/ Email/SMS etc.
- 9.4.2 If the fault/breakdown is not rectified in 48 hours then a penalty of Rs.150/- per day per complaint will be charged by JMRC.

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**9.5 Detail of Equipment/ Machine and Location during CAMC period:**

S. No.	Description	Make	Quantity	Location
1.	Complete Fire Alarm Control System  (The System include 32 zone Fire alarm control panel, 32 zone repeater panel, PA system, Hooter, Strobe, MCP, Detector, Response indicator and WMS(weight monitoring System)	M/s DAKSH ELECTRONICS PVT.LTD.	8 nos.	1. Mansarovar Metro Station 2. New Aatish Market Metro Station 3. Vivek Vihar Metro Station 4. Shyam Nagar Metro Station 5. Ram Nagar Metro Station 6. Civil Line Metro Station 7. Metro Railway Station 8. Sindhi Camp Metro Station

**10. Payment Terms:**

- 10.1 No payment in advance shall be considered.
- 10.2 Payment will be made on **quarterly basis** after submission of Bill/Tax Invoice and satisfactory services report by the duly verified by nominated JMRC staff.
- 10.3 No extra charges will be paid for attending the complaint.
- 10.4 The repair/maintenance of equipment should be done as per schedule, failing to which JMRC reserves the right to get any other authorized party to service the machine/equipment and the cost if any in such cases will be recovered from firm.
- 10.5 All components/spares to be replaced during CAMC period are to be provided by bidder and JMRC will not pay extra for it.

**11. PENALTY:**

- 11.1 If monthly service is due a penalty of Rs.100/-per day per station will be charged by JMRC.
- 11.2 In case of any complaint/ breakdown/fault in any equipment, same will be informed to the firm telephonically/FAX/ Email/SMS .It is advised to depute service engineer to reach site of JMRC and attend and rectify the fault within 48 hours of reporting on telephonically/FAX/ Email/SMS etc. If the fault/breakdown is not rectified in 48 hours then a penalty of Rs.150/- per day per complaint will be charged by JMRC.

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- 11.3 The total penalty amount shall not exceed 10% of Total contract amount. Repeated cases of not attending the failure will be considered as unsatisfactory performance on part of contractor and JMRC has the right to reject the contract in any stage.
12. The employer shall have the sole right to terminate this contract on account of unsatisfactory performance which shall be determinable at the sole discretion of the employer. Such termination shall be affected by serving a notice by the employer to the authorized representative of the contractor in this regard.
13. 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.
14. Bid document is part of this LOA. This LOA is under RTPPP Act & Rules.

Encl.:

1. Accepted BOQ. (Annexure 'A')
2. Performa of Bank Guarantee (Annexure 'B')
3. Performa of contract Agreement (Annexure 'C')

Thanking you,

Yours sincerely

(B. M. Meena)

ED (Traction and E&M)

19.6.19

Copy to –

1. Director (Finance), Director(O&S) JMRC
2. GM (Finance), JMRC
3. Mgr.(Traction /E&M)
4. Mr. Rakesh Kumar Juneja, J.E./E&M/Main Line.

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





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**Annexure A**

**ACCEPTED BOQ**

**Name of the Work - "Comprehensive Annual Maintenance Contract (CAMC) for Fire Alarm Control System (FACP) installed at Eight Numbers Metro Stations for Three years"**

**Bidder's Name - M/s DAKSH ELECTRONICS PVT. LTD.**

Sr. No.	Description of Item	Unit	Qty. (A)	Unit Rate (B)	Total Amount (C=A*B)	GST %	GST Amount (D=C*GST %)	Amount Including GST (E=C+D) (In ₹)
1	Comprehensive Annual Maintenance of complete Fire Alarm System which includes 32 Zone fire alarm control panel, 32 Zone Repeater Panel, PA System, Hooter, Strobe, Manual Call Point, Detector, Response Indicator, WMS (Weight Monitoring system) for First year	Nos.	8	33750	270000	18%	48600	318600
2	Comprehensive Annual Maintenance of complete Fire Alarm System which includes 32 Zone fire alarm control panel, 32 Zone Repeater Panel, PA System, Hooter, Strobe, Manual Call Point, Detector, Response Indicator, WMS (Weight Monitoring system) for Second year	Nos.	8	36450	291600	18%	52488	344088
3	Comprehensive Annual Maintenance of complete Fire Alarm System which includes 32 Zone fire alarm control panel, 32 Zone Repeater Panel, PA System, Hooter, Strobe, Manual Call Point, Detector, Response Indicator, WMS (Weight Monitoring system) for Third year	Nos.	8	39350	314800	18%	56664	371464
<b>Total Cost in ₹ ( in figures ) :</b>								<b>10,34,152</b>
<b>Total Cost in ₹ ( in words ) : Ten Lakh Thirty Four Thousand One Hundred Fifty Two Rupees Only.</b>								

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19.6.19

**B. M. MEENA**  
IRSEE

Executive Director  
(Traction And E & M)  
Jaipur Metro Rail Corporation Ltd.  
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**ANNEXURE – C**

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

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 "**Comprehensive Annual Maintenance Contract (CAMC) for Fire Alarm Control System (FACP) installed at Eight Numbers Metro Stations for Three years**" 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 ..... 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.



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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 .....

*Handwritten signature*



**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 “**Comprehensive Annual Maintenance Contract (CAMC) for Fire Alarm Control System (FACP) installed at Eight Numbers Metro Stations for Three years**”. 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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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 \_\_\_\_\_

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.

*Handwritten signature*