

Through e-mail and Speed Post

F. No.-. 2(107)/JMRC/O&S/TEM/2018/25KV Earthing /7398

Date: 27.05.2019

LETTER OF ACCEPTANCE

To,
M/s Shree Vinayak Electricals,
111/90, Vijay Path,
Mansarovar, Jaipur,
Rajasthan- 302020
Ph- 9829053650.
Email id- svejaipur@gmail.com

Contract No. – JMRC/O&S/EL/2018-19/NIB/042

Sub.: “Repairing Work of 25KV OHE System Earthing at Mansarovar Metro Depot”

Ref.: (1) Your Bid for the above opened on 13.03.2019 (Technical) and 08.05.2019 (Financial).

Dear Sir,

With reference to above, your bid is hereby accepted for above said work at your quoted amount of **Rs. 5,48,700/- (In Words: FIVE LAKH FORTY EIGHT THOUSAND SEVEN HUNDRED RUPEES ONLY)** including all taxes with GST @ 18% as per BOQ attached herewith. i.e. against the estimated cost of **Rs. 7,36,981/-** (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:

1. Signing of Contract Agreement and Submission of Performance Security

- 1.1 Within 15 days from the date of issue of Letter of Acceptance, you will be required to execute the Contract Agreement, Clause 26 of “Instructions to Bidders” of bid document.
- 1.2 It may please be noted that until a contract agreement is executed, this letter will constitute a binding contract between you and JMRC.
- 1.3 Prior to signing of the Contract Agreement, you shall submit performance security as required to submit performance security of 10% of basic contract value(excl. GST) i.e. Rs. 46,500/- vide clause no. 27 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 07 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.

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2. Scope of Work:

2.1 This shall be governed as per section 2 i.e. "Scope of Work" of bid document and BOQ (Bill of Quantities) attached herewith with LOA.

2.2 It includes following works

2.2.1 Supply and Installation as per RDSO or IS standards of copper bonded stainless steel Pipe with pure copper bus bar welded to rod with 4 Nos. Holes backfilled compound of high conductivity Bentonite mixture consist of Montmorillonite the sodium based clay.

2.2.2 Formation of Inspection chamber - Concentrate box with wall and top cover of concentrate lid thickness pulling hooks.

2.2.3 Supply and installation of GI earthing strips, laying connections of earthing strip from earthing pit to desired equipment.

2.3 Technical Specifications and Standards of Work:

2.3.1 Technical Specifications of Work

S.No.	Particulars	Unit
1	Supply of copper bonded stainless steel 250Micron 17.2mmX 3mtrs. Pipe with pure copper bus bar 250mmX50mmX6mm welded to rod with 4 Nos. Holes of 12mm dia. with 75kg (3 Nos. of begs of 25 Kg each) backfilled compound of high conductivity BENTONITE mixture consist of MONTMORILLONITE the sodium based clay.	Each
2	Installation as per RDSO or IS standards	Each
3	Inspection chamber 300mmX300mmX300mm (inside dimensions) Concentrate box with wall thickness 50mm with top cover of concentrate lid of 30mm thickness with pulling hooks	Each
4	Supply of GI Earthing strip 50mmX6mm	Kg
5	Laying and connections of Earthing strip from Earthing pit to desired equipment.	Meter

2.3.2 TECHNICAL DETAILS OF EARTHING:

1. STANDARD - IS 3043:1987, CPRI TESTED
2. CURRENRT CARRYING CAPACITY – 30 KA
3. ELECTRODE SIZE – 17.2 MM DIA X 3 METERS
4. CONNECTIONS COPPER STRIP SIZE – 250MM X 50MM X 6 MM
5. BACKING FILLING COMPOUND – HIGH CONDUCTIVE BENTONITE MIXTURE CONSIST OF MONTMORILLONITE SODIUM BASED CLAY

2.3.3 DETAILED DESCRIPTION OF WORK:-

1. Digging of pit 2'x2'x2' deep.
2. Putting earthing electrode into pit.
3. Filling of 2 nos. BENTONITE mixture bags with water.
4. Making 1.0' x 1.0' brick ball chamber around earthing rod.
5. Fixing of frame on chamber for cover fitting.
6. Testing of earthing pits after connections of earthing strip from earthing pit to desired equipment.

2.3.4 **Standard Earthing values as per 25KV OHE earthing layout:**

2.3.4.1 The values of earth resistance of individual pit must be less than or equal to 10 ohm and combined values of earth resistance of each earth station (combined value of all three pits) must be less than or equal to 2 ohm as per IS 3043:1987.

2.3.4.2 Date of Measurement of earth resistance, Earth Station Number, Pit Number, Combined Resistance Value of Earth Station, and Resistance Value of Individual Pit must be painted on each Earth Station.

3. Commencement of the Work:

The work should be started within 10 days of issue of LOA and should be satisfactorily completed within Two months of commencement of work.

4. Payment Terms:

1. Schedule of payment will be as per clause 3.1.2 of section 3 of bid document. The payment terms shall be governed by clause 17 of section 4 of bid document "Special Conditions of Contract".
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 (Clause 9 of Special Conditions of Contract).

5. Warranty Period :

- 5.1 The warranty period is 12 months which shall be reckoned from the date of completion of work as recorded by the Engineer - in-charge.
- 5.2 After 12 months of completion of earthing system work, the contractor should visit the site and verify earthing values as per clause 2.2.4 Standard Earthing values as per 25KV OHE earthing layout mentioned in SECTION 2: SCOPE OF WORK of Bid document and clause 2.3.4 of this Letter of Acceptance (LOA).
- 5.3 Warranty period for the work is 12 months. After 12 months of work completion, if any defection in earthing system/deviation from earthing values from standard values is found after site visit of contractor then it will be attended and necessary action will be done by contractor only. During warranty period all cost of material, man power, tools and plants, transportation etc., including all Charges will be borne by bidder only. JMRC will not pay extra for it.

6. 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.

7. 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.



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(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

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

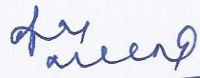
Tel. No. 0141-2822103 (O), E-mail – jmrc.edtem@gmail.com

8. Bid document is part of this LOA. This LOA is under RTPP Act & Rules.

Encl.:

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

Yours sincerely


27.05.2019

(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. Mr. Yogesh Kumar, JE/Traction/OHE
6. Mrs. Archana Goyal, JE/Traction Store

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

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur – 302005
CIN : U60221RJ2010SGC030630



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Annexure-AAccepted BOQName of the work- **“Repairing Work of 25KV OHE System Earthing at Mansarovar Metro Depot”****Contract No. – JMRC/O&S/EL/2018-19/NIB/042**

Sr. No.	Item Description	Qty.	Units	UNIT RATE	GST %	GST Amount	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes
1	Supply of copper bonded stainless steel 250Micron 17.2mmX 3mtrs. Pipe with pure copper bus bar 250mmX50mmX6mm welded to rod with 4 Nos. Holes of 12mm dia with 75kg (3 Nos of begs of 25 Kg each) backfilled compound of high conductivity BENTONITE mixture consist of MONTMORILLONITE the sodium based clay.	30	Each	5000	18%	27000.00	150000.00	177000.00
2	Installation of Sr. No.1 (copper bonded stainless steel 250Micron 17.2mmX 3mtrs. Pipe with pure copper bus bar 250mmX50mmX6mm welded to rod with 4 Nos. Holes of 12mm dia with 75kg (3 Nos of begs of 25 Kg each) backfilled compound of high conductivity BENTONITE mixture consist of MONTMORILLONITE the sodium based clay.) as per RDSO standards	30	Each	1200	18%	6480.00	36000.00	42480.00
3	Inspection chamber 300mmX300mmX300mm (inside dimensions) Concentrate box with wall thickness 50mm with top cover of concentrate lid of 30mm thickness with pulling hooks	80	Each	2500	18%	36000.00	200000.00	236000.00
4	Supply of GI Earthing strip 50mmX6mm	800	Kg.	80	18%	11520.00	64000.00	75520.00
5	Laying and connections of Earthing strip from Earthing pit to desired equipment.	150	Meter	100	18%	2700.00	15000.00	17700.00
Total in Figures								5,487,00.00
Quoted Rate in Words				INR Five Lakh Forty Eight Thousand Seven Hundred Only				

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ANNEXURE – B

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FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(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 “**Repairing Work of 25KV OHE System Earthing at Mansarovar Metro Depot**” 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.

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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

Signature

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Annexure C

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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 "**Repairing Work of 25KV OHE System Earthing at Mansarovar Metro Depot**" 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

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