



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(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: edtem@jaipurmetrorail.in



Through e-mail

F. No.-. 2(168)/JMRC/O&S/TEM/ 2020 /10781

Date: 28.10.2020

LETTER OF ACCEPTANCE

To,

M/s Shri Shyam Enterprises,

P. No. 76, Sitaram Colony,

Ram Nagar, Sodala,

Jaipur – 302019

Ph. No.: 09829017963.

E-Mail: ramrathore51@yahoo.com

Contract No. – JMRC/O&S/EL/2020-21/NIB/010

Subject: "Rate Contract for Maintenance and Repairing of AC (Air Conditioners) installed in JMRC"

Ref.: (1) Your Bid for the above opened on 28.07.2020 (Technical) and 30.09.2020 (financial).

Sir,

With reference to above, your bid is hereby accepted for above said work at your quoted amount of **Rs. 16,41,380/- (INR Sixteen Lakh Forty One Thousand Three Hundred Eighty Rupees Only)** including all taxes with GST @ 18% as per BOQ attached herewith against the estimated cost of Rs. 17,68,926/- (including all taxes with GST@18%). The accepted rates/Cost are inclusive of the cost of material, man power, tools and plants etc., including all Statutory Charges, Taxes, duties, profit margin etc. The amount is also inclusive of all technical support charges, levies, charges, any other legal liabilities which may be in force at present or may arise in future etc. Nothing will be paid extra by JMRC in addition to the above amount. 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, Clause 2.18 of "Instructions to Bidders" of bid document.
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. You are required to submit performance security of 05% of contract value vide clause as per Rule 75 of RTPPR 2013 in form of Bank Draft or Banker's Cheque of a scheduled bank / Bank Guarantee (Annexure 'B' attached) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd payable at Jaipur, Fixed Deposit Receipt (FDR) of a scheduled bank within 10 days of receipt of this LOA. The performance security submitted should remain valid for a period of 60 days beyond the



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date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period, if any.

4. On receipt of performance security in acceptable form, you shall be required to sign the contract agreement within 15 days of issue of this LOA with Jaipur Metro Rail Corporation Ltd for which you shall have to purchase stamp papers of suitable value for execution of Contract Agreement (Annexure 'C' attached) as per Government of Rajasthan stamp Rules on subject matter.
5. DGM (Tr./E&M) shall be Engineer-In-Charge.

(b) Provision for Operation of Rate Contract:

1. This shall be governed as per clause 5.1 of Section 5: Scope of Work.
2. This is a running rate contract which shall be valid for **one year** from the date of issue of NTP (Notice to Proceed). 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 issue individual Letter of Indent (LOI) to execute works as per specifications in Accepted BoQ 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 nominated JMRC staff.

(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.

(d) Payment Terms and Schedule and Penalty Terms:

1. Payment and penalty terms shall be governed as per clause 4.2 of Bid Document. No advance shall be paid to the contractor.
2. **Payment:** Schedule of payment will be as per clause 4.2.2 of section 4 of bid document.
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. **Penalty:** Penalty terms shall be as per clause 4.2.2 of section 4 of bid document.
5. No price variation shall be their during the agreement period/extended period of agreement.
6. The quantity of work may vary as per site requirement during contract period/ extended period and this shall be governed as per clause 4.5 of bid document and as per RTPPR Rule 73(3)(a)&(b).
7. 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).

(e) Defect Liability Period (DLP) :

1. The DLP is six months for the individual works which shall be reckoned from the date of completion of the individual work as recorded by the Engineer-In-Charge.

(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.



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(g) Bid document is part of this LOA which is duly accepted by you. 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

(Sanjay Kumar Yadav)
ED (Traction and E&M)

Copy to :

1. Director (Finance), Director(O&S) JMRC
2. GM (Finance), JMRC
3. DGM(Traction /E&M)
4. Mr. Vimlesh Bhati,JE/E&M/ Main Line
5. Mr. Nagendra Singh,JE/E&M/UG
6. Mr. Rajkamal, JE/E&M/MSVD
7. Mr. Bharat Lal Mali, J.E./PSI.



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Annexure- A

Accepted BOQ

- Bidder Name: M/s Shri Shyam Enterprises
- Contract No.: JMRC/O&S/EL/2020-21/NIB/010
- Name of Work: "Rate Contract for Maintenance and Repairing of AC (Air Conditioners) installed in JMRC"

Sl. No.	Item Description	QTY	Units	BASIC RATE	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With GST @18%
1	Providing and Making arrangements for removing the leakage and Charging of fresh refrigerent and testing of performance of air conditioner/ Fridge/ water cooler of following capacity including capillary and stainer/ filter.					
1.01	1.0/1.5/2.0 TR Split A.C.	10	Job	2500	25000.00	29500.00
1.02	3.0/5.5 TR Ductable AC	25	Job	4000	100000.00	118000.00
1.03	8.5/11TR Ductable AC	3	Job	7500	22500.00	26550.00
1.04	16.5 TR Ductable AC	2	Job	14500	29000.00	34220.00
1.05	25/50/40/80 Ltr. Water Cooler	1	Job	1500	1500.00	1770.00
1.06	200/210 Ltr Refrigerator	1	Job	2500	2500.00	2950.00
1.07	2.0TR Cassette AC	2	Job	2500	5000.00	5900.00
1.08	4.0TR Cassette AC	2	Job	3500	7000.00	8260.00
1.09	Supplying of Fresh refrigerent R22	120	Kg.	750	90000.00	106200.00
1.1	Supplying of Fresh refrigerent R134a	10	Kg.	700	7000.00	8260.00
2	Providing and making Arrangements for Nitrogen flushing and vacumization of following Hitachi make AC units					
2.1	1.0/1.5/2.0 TR Split A.C.	10	Job	700	7000.00	8260.00
2.2	3.0TR Ductable AC	15	Job	800	12000.00	14160.00
2.3	5.5TR Ductable AC	10	Job	1000	10000.00	11800.00
2.4	8.5TR Ductable AC	2	Job	1500	3000.00	3540.00
2.5	11TR Ductable AC	2	Job	2000	4000.00	4720.00
2.6	16.5TR Ductable AC	2	Job	2500	5000.00	5900.00
2.7	2.0TR Cassette AC	2	Job	900	1800.00	2124.00
2.8	4.0TR Cassette AC	2	Job	1200	2400.00	2832.00
2.9	Supply of Nitrogen	40	Kg.	200	8000.00	9440.00
3	SITC of new compressor of following gadgets including testing etc. as required (LG/Copeland/Voltas/Carrier /Kirloskar/Shriram/Techumshe)					
3.1	1.0 TR Split AC	2	Job	6000	12000.00	14160.00
3.2	1.5 TR Split AC	10	Job	7000	70000.00	82600.00
3.3	2.0 TR Split A.C.	10	Job	8000	80000.00	94400.00
3.4	200/210 Ltr. Refrigerator	1	Job	4500	4500.00	5310.00



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Sl. No.	Item Description	QTY	Units	BASIC RATE	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With GST @18%
3.5	3.0TR Ductable AC	2	Job	17500	35000.00	41300.00
3.6	5.5TR Ductable AC	5	Job	25000	125000.00	147500.00
3.7	8.5TR Ductable AC	1	Job	38000	38000.00	44840.00
3.8	11.0TR Ductable AC	1	Job	46000	46000.00	54280.00
4	P & Replacement of condensing/ cooling coil of copper fins for following capacity Hitachi make A.C. Units as required.					
4.1	1.0 TR Split A.C.	1	Job	1000	1000.00	1180.00
4.2	1.5 TR Split A.C.	3	Job	1200	3600.00	4248.00
4.3	2.0 TR Split A.C.	3	Job	1500	4500.00	5310.00
4.4	3.0TR Ductable AC	2	Job	2000	4000.00	4720.00
4.5	5.5TR Ductable AC	5	Job	2500	12500.00	14750.00
4.6	8.5TR Ductable AC	1	Job	3000	3000.00	3540.00
4.7	11TR Ductable AC	2	Job	5000	10000.00	11800.00
4.8	16.5TR Ductable AC	1	Job	6000	6000.00	7080.00
5	P & Replacement of fan motor of evaporator/ condensor complete of Hitachi make A.C. Units as required.					
5.1	1.0 TR Split A.C.	5	Job	2200	11000.00	12980.00
5.2	1.5 TR Split A.C.	10	Job	2500	25000.00	29500.00
5.3	2.0 TR Split A.C.	5	Job	2600	13000.00	15340.00
6	S & F of capacitor of 230V, 50Hz rating of Usha/ Punsumi/ Priya/ capital/ JEC/ AMCAP/CG/ Concap make					
6.01	Starting Capacitor					
6.02	20-30 micro farad	20	Job	75	1500.00	1770.00
6.03	40-60 micro farad	20	Job	100	2000.00	2360.00
6.04	10 Micro farad	3	Job	220	660.00	778.80
6.05	06 Micro farad	5	Job	180	900.00	1062.00
6.06	Running Capacitor					
6.07	2.5/3.15 micro farad	20	Job	100	2000.00	2360.00
7	Evaporator and Condenser Coil Cleaning with chemical for following Hitachi make A.C. Units.					
7.1	1/1.5/2TR Split AC	10	Job	550	5500.00	6490.00
7.2	3/5.5 TR Ductable AC	25	Job	1000	25000.00	29500.00
7.3	2.0TR Cassette AC	2	Job	1000	2000.00	2360.00
7.4	4.0TR Cassette AC	3	Job	1000	3000.00	3540.00
7.5	8.5/11/16.5TR Ductable AC	6	Job	2500	15000.00	17700.00
8	Providing and making arrangements for Rewinding of ODU Condensor Fan Motor for following Hitachi make AC units and fix back with alignment after repairing.					



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Sl. No.	Item Description	QTY	Units	BASIC RATE	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With GST @18%
8.1	Split AC 1.5TR	5	Job	1000	5000.00	5900.00
8.2	Split AC 2.0TR	5	Job	1000	5000.00	5900.00
8.3	3.0TR Ductable AC	3	Job	1500	4500.00	5310.00
8.4	5.5TR Ductable AC	8	Job	1500	12000.00	14160.00
8.5	8.5TR Ductable AC	2	Job	2000	4000.00	4720.00
8.6	11TR Ductable AC	2	Job	3000	6000.00	7080.00
8.7	16.5TR Ductable AC	2	Job	3500	7000.00	8260.00
9	Providing and making arrangements for Rewinding of IDU Fan Blower Motor for following Hitachi make AC units and fix back with alignment after repairing.					
9.1	3.0TR Ductable AC	5	Job	1500	7500.00	8850.00
9.2	5.5TR Ductable AC	8	Job	2500	20000.00	23600.00
9.3	8.5TR Ductable AC	2	Job	2500	5000.00	5900.00
9.4	11TR Ductable AC	4	Job	3000	12000.00	14160.00
9.5	16.5TR Ductable AC	2	Job	3000	6000.00	7080.00
10	Providing and making arrangements to replace the AC outdoor unit damaged Fan Blade of following Hitachi make AC units					
10.1	Split AC 1.5TR	10	Job	700	7000.00	8260.00
10.2	Split AC 2.0TR	10	Job	800	8000.00	9440.00
10.3	3.0TR Ductable AC	5	Job	1500	7500.00	8850.00
10.4	5.5TR Ductable AC	10	Job	2000	20000.00	23600.00
10.5	8.5TR Ductable AC	2	Job	2000	4000.00	4720.00
10.6	11TR Ductable AC	2	Job	2000	4000.00	4720.00
10.7	16.5TR Ductable AC	2	Job	2500	5000.00	5900.00
10.8	4.0TR Cassette AC	3	Job	1500	4500.00	5310.00
11	Supply and Fixing of New PCB of AC Indoor/Outdoor Unit with dismantling of faulty PCB and Testing & Commissioning of Following Hitachi make AC Units					
11.1	1.5 TR Split A.C.	5	Job	3500	17500.00	20650.00
11.2	2.0 TR Split A.C.	5	Job	3500	17500.00	20650.00
11.3	3.0TR Ductable AC	3	Job	3500	10500.00	12390.00
11.4	5.5TR Ductable AC	10	Job	3500	35000.00	41300.00
11.5	8.5TR Ductable AC	3	Job	4000	12000.00	14160.00
11.6	11TR Ductable AC	3	Job	4000	12000.00	14160.00
11.7	16.5TR Ductable AC	3	Job	4000	12000.00	14160.00
11.8	2.0TR Cassette AC	1	Job	3500	3500.00	4130.00
11.9	4.0TR Cassette AC	3	Job	3500	10500.00	12390.00
12	Supply and Fixing of filter dryer of AC Outdoor Unit with dismantling of faulty Filter dryer and Testing &					



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Sl. No.	Item Description	QTY	Units	BASIC RATE	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With GST @18%
	Commissioning of Following Hitachi make AC Units					
12.1	3.0TR Ductable AC	10	Job	1000	10000.00	11800.00
12.2	5.5TR Ductable AC	20	Job	1800	36000.00	42480.00
12.3	8.5TR Ductable AC	5	Job	2000	10000.00	11800.00
12.4	11TR Ductable AC	5	Job	2250	11250.00	13275.00
12.5	16.5TR Ductable AC	5	Job	2250	11250.00	13275.00
13	Providing and Repalcement of faulty Power contractor of AC Outdoor Unit for following type Hitachi make AC Units (Power Contractor make: L&T /Schneider)					
13.1	3.0TR Ductable AC	5	Job	850	4250.00	5015.00
13.2	5.5TR Ductable AC	15	Job	900	13500.00	15930.00
13.3	8.5TR Ductable AC	5	Job	1000	5000.00	5900.00
13.4	11TR Ductable AC	5	Job	1250	6250.00	7375.00
13.5	16.5TR Ductable AC	5	Job	2000	10000.00	11800.00
13.6	4.0TR Cassette AC	3	Job	1500	4500.00	5310.00
14	Providing and Fixing of RS 485 Communication cable between AC Indoor to Outdoor Unit for Hitachi make Ductable AC					
14.1	0.2 sq. mm, 3 core cable, all three wires must be of different color	100	Runn ing Mtr.	100	10000.00	11800.00
15	Providing and replacemnet of Ductable AC Remote for Hitachi make Air Conditioners					
15.1	3.0TR Ductable AC	5	Nos.	1800	9000.00	10620.00
15.2	5.5TR Ductable AC	5	Nos.	1800	9000.00	10620.00
15.3	8.5TR Ductable AC	5	Nos.	1800	9000.00	10620.00
15.4	11TR Ductable AC	5	Nos.	2000	10000.00	11800.00
15.5	16.5TR Ductable AC	5	Nos.	2000	10000.00	11800.00
16	Evaporator and Condensor Coil Cleaning with Jet Water Pressure for following Hitachi make AC units.					
16.1	1.5/2.0 TR Split AC	5	Job	600	3000.00	3540.00
16.2	3.0/5.5 TR Ductable AC	20	Job	600	12000.00	14160.00
17	Cleaning of Drainage Pipe of following indoor unit of 1.5/2.0TR Split AC or 3.0/5.5TR Ductable AC	10	Job	814	8140.00	9605.20
Total amount in figures in Rs.					1391000/-	16,41,380/-
Total amount incl. all taxes in words		INR Sixteen Lakh Forty One Thousand Three Hundred Eighty Rupees Only				



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Annexure- B

(Format of Bank Guarantee for Performance Security)

This deed of Guarantee made this day of _____ 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.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract "Rate Contract for Maintenance and Repairing of AC (Air Conditioners) installed in JMRC". Bid No. JMRC/O&S/EL/2019-20/NIB/010 here in after called "the contract") to M/s _____ (here in after called "the Contractor").

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).

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.

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.

This Guarantee is valid for a period of _____ days from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.).

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 above para, 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



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The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

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 hereof shall in no way relieve the bank of their liability under this deed.

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) 2020 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



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ANNEXURE C

(FORM OF CONTRACT AGREEMENT)

This Agreement is made on the _____ day of _____ 2020 Between Jaipur Metro Rail Corporation Limited, Admin. Building, Mansarovar Metro Train Depot, Bhriugu Path, Mansarovar, Jaipur, Rajasthan- 302020 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 Maintenance and Repairing of AC (Air Conditioners) installed 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



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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.

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 _____

on behalf of the Employer in the presence

of Witness _____

Name _____

on behalf of the Contractor in the
presence of Witness

Name _____

Address _____

Name _____

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.