



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriku Path, Mansarovar, Jaipur- 302020

Tel.No. 0141-2822103 (O), E-mail – edtem@jaipurmetrorail.in



Date: 16.10.2024

F.No:- 2(347)/JMRC/O&S/TEM/2024-25/3996

LETTER OF ACCEPTANCE

To,
M/s Acme Engineering Systems,
D-3./195, Chitrkoot Nagar, Ajmer Road,
Jaipur, Rajasthan-302021
Mob. No.: +91-9829060306
Email ID: a.acme27@rediffmail.com
NIB No.: JMRC/O&S/EL/2024-25/NIB/013

Name of Work: “Repairing and Servicing of Air Cooled Chiller-1 & 2 (2*66Tr) at Chandpole Metro Station of JMRC”.

Ref.: (1) Your Bid as above opened on 23.09.2024. (Technical cum financial)

With reference to above, your bid is hereby accepted for above said work at your quoted amount of **Rs. 7,08,000/- (Rupees Seven Lakh and Eight Thousand only)** as per BOQ attached herewith against the estimated cost of Rs. 7,04,460/- incl. all taxes. The accepted rate/cost is inclusive of all taxes, duties and other levies, material, labor and GST etc. 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 on non-Judicial Stamp papers as per Stamps Duty Act, Rajasthan.
- 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 of 5% of contract value (incl. GST) i.e. Rs.35,400/- vide clause no. 2.23 of bid document and also as per Clause 75 of RTPPR 2013 **within 10 days of receipt of this LOA.**
- 1.4 The performance security shall be 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), 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. Government of Rajasthan amended the Rajasthan Stamp Act 1998 vide Finance Bill 2015 and inserted Article 13-A which provides that bank guarantee executed by a bank as a surety to secure the due performance of a contract or due discharge of a liability for this stamp duty is payable @0.25 percent of the amount secured subject to maximum of Rupees 25000/-. Format of Bank Guarantee for Performance Security attached herewith as Annexure B.

2. Scope of Work:

- 2.1 Scope of work must be governed as per Section 5 of BID Document and BOQ (Bill of Quantities) attached herewith LOA.
- 2.2 The work shall be executed with proper coordination with nominated JMRC Authorities.
- 2.3 Contractor must ensure proper safety during work execution. Safety shoes, hand gloves etc. shall be arranged by the contractor to their workers to avoid any accident. JMRC will not be responsible for any accident/casualty during the work execution and it will be solely the responsibility of the contractor.
- 2.4 Spares, tools and equipment, accessories, ladders, labour, duties, taxes, octroi, rentals etc. will be arranged by Contractor. JMRC will not pay extra for it.



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriugu Path, Mansarovar, Jaipur- 302020

Tel.No. 0141-2822103 (O), E-mail – edtem@jaipurmetrorail.in



2.5 Engineer In-charge for the work shall be DGM (Tr./E&M).

3. Time period for Work Completion:

3.1 The work shall be executed within **Two months** from the date of issue of this Letter of Acceptance (LOA) or earlier.

4. Payment Terms and Penalty:

4.1 Payment terms and penalty will be as per clause 4.2 of section 4 of bid document.

4.2 No price variation shall be their during the agreement period/extended period of agreement.

4.3 Contract price shall be inclusive of all taxes, duties, royalties etc. Nothing shall be extra payable over the accepted rates.

4.4 In case the contractor fails to supply the final deliverables within stated timelines, the LD as per clause 3.1.8 “liquidated damage” of bid document would be applicable.

5. Warranty:

5.1 Minimum warranty period/DLP period will be One year from the date of completion of work. The warranty of the supplied items shall be for minimum 01 Year from the date of successful commissioning of the work. All the goods or material shall be supplied strictly in accordance with the specifications and standards as mentioned in this bid document.

5.2 JMRC shall evaluate performance of bidder firm after completion of Warranty period and may decide to deduct/fortify PBG amount, for every loss in JMRC, due to failure on part of bidder firm to provide effective warranty at site.

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 **10 working days** from the 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, Special Terms and conditions of Bid & 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.

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

(Om Prakash)
ED (Traction and E&M)
JMRC

Copy to :

1. GM (Finance)
2. DGM(Traction /E&M)
3. Manager (E&M)
4. Mr. Vimlesh Bhati, JE/E&M/CDPE



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriгу Path, Mansarovar, Jaipur- 302020

Tel.No. 0141-2822103 (O), E-mail – edtem@jaipurmetrorail.in



Annexure-A

Accepted BOQ

Name of the work: “Repairing and Servicing of Air Cooled Chiller-1 & 2 (2*66Tr) at Chandpole Metro Station of JMRC”.

Contract No.: JMRC/O&S/EL/2024-25/NIB/013

Name of the Bidder: M/s Acme Engineering Systems

Sr. No.	Item Description	Unit	QTY.	Unit Rate in Rs.	GS T %	Total Amount (In ₹)	GST Amount @GST%	Total Amount including GST (In ₹)
1	Replacement of Danfoss Make Soft Starter in Air Cooled Chiller-1 Circuit-2 Model: Danfoss Make MCI 25C or Similar Superior Specifications: Ue: 380-480V, 50/60Hz, Ie: Max 25A AC, Uc: 24-480V AC/DC, Ui: 660V, Uimp: 4kV	Nos.	2	47000	18	94000	16920	110920
2	Leakage testing with Nitrozen Pressure Testing and Gas Charging (30Kg) in Air Cooled Chiller-1 Circuit-3 and Air cooled Chiller-2 Circuit-2	Nos.	2	45000	18	90000	16200	106200
3	Refrigerent (R407c) Top Up (10Kg in each Circuit) in Air Cooled Chiller-1 Circuit 1 & 2 and Air Cooled Chiller-2 Circuit 1 & 3	Job	4	15000	18	60000	10800	70800
4	Complete servicing of Electrical panel including servicing and repairing of SPPR VSPD2, Compr O/L 40A & Fan O/L 6A, C20/5Sx43 Siemens MCCB, Contactor 3TF 46 & 3TF 30 and wiring in Air Cooled Chiller-1 and Chiller-2	Job	2	50000	18	100000	18000	118000
5	Complete servicing of Mechanical Circuit including Condenser Coil cleaning with chemical in Air Cooled Chiller-1 and Chiller-2	Job	2	40000	18	80000	14400	94400
6	Replacement of Danfoss Make Compressor and Drier Core of Similar Superior Model/Make in Air Cooled Chiller-2 Circuit-2	Nos.	1	122000	18	122000	21960	143960
7	Replacement of Carel Controller Display Make: Carel or Similar Superior in Air Cooled Chiller-2	Nos.	1	54000	18	54000	9720	63720
Total amount inclusive GST (in Rs.)								708000
Total amount inclusive GST (in Words) (in Rs.)				Rupees Seven Lakh and Eight Thousand only				

(Om Prakash)

ED (Traction and E&M)

Document certified by Om Prakash
<bixirax830@rehezb.com>.

Digitally Signed by OM

PRAKASH

Designation: Executive Director

Date :16-10-2024 12:04:29



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriku Path, Mansarovar, Jaipur- 302020

Tel.No. 0141-2822103 (O), E-mail – edtem@jaipurmetrotrain.in



Annexure-B

Format for Performance Bank Guarantee

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 for _____ “Repairing and Servicing of Air Cooled Chiller-1 & 2 (2*66Tr) at Chandpole Metro Station of JMRC” Bid No. JMRC/O&S/EL/2024-25/NIB/013 (here in after called “the contract”) to M/s _____ (Name of the Contractor) (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 _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days longer than the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period(as applicable).

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



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriugu Path, Mansarovar, Jaipur- 302020

Tel.No. 0141-2822103 (O), E-mail – edtem@jaipurmetrorail.in



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) 2024 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



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

4th Floor, Administrative Building, Bhriгу Path, Mansarovar, Jaipur- 302020

Tel.No. 0141-2822103 (O), E-mail – edtem@jaipurmetrorail.in



Annexure-C

Format of CONTRACT AGREEMENT

This Agreement is made on the _____ day of _____ 2024 Between Jaipur Metro Rail Corporation Limited, Admin. Building, Mansarovar Metro Train Depot, Bhriгу 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 “**Repairing and Servicing of Air Cooled Chiller-1 & 2 (2*66Tr) at Chandpole Metro Station of JMRC (NIB No. JMRC/O&S/EL/2024-25/NIB/013)**” 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, in order of preference:-

- (a) Letter of acceptance
- (b) Special Conditions of Contract
- (c) General Conditions of Contract

<https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/GeneralConditionofcontract-GCC.html>

- (d) Addendums to bid document, if any
- (e) Notice Inviting Bid
- (f) Specifications
- (g) Bill of Quantities
- (h) Forms of Bid with Appendix
- (i) Other conditions agreed to and documented as listed below:
 - (i) Statement of deviations (if applicable)
 - (ii) Any other item as applicable

3. 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.

4. 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.



5. 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 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.

6. 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

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

Name

on behalf of the Contractor in the presence of Witness

Name

Address

For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

By the said

Name

on behalf of the Employer in the presence of Witness

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.