

MAHINDRA WORLD CITY, JAIPUR
MAHINDRA TECHNOLOGY PARK BLOCK A2 & B1

Tender for
Supply of Centrifugal Water Chilling
Units

General Conditions
Special Conditions
Technical Specifications
List of Approved Makes of Material
Schedule of Quantities

ARCHITECT



RAJINDER KUMAR ASSOCIATES

B 6/17 Shopping Center
Safdarjung Enclave, New Delhi-29
Tel.: 26162930 / 26162931
Fax: +91-11- 2618 6874

Sarab

CONSULTANTS PVT. LTD.
F-301, Lado Sarai, New Delhi,
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December 2009

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Sarb

CONSULTANTS PVT. LTD.

Electrical Consultants

KANWAR KRISHEN
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HVAC Consultants

B.R.MALHOTRA &
ASSOCIATES
B1 / 1506 Vasant Kunj,
New-Delhi -110 070
Mobile : 9811381370

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

BID FOR SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS AT MAHINDRA TECHNOLOGY PARK WITHIN THE IT/ITES SEZ

Bid No : MWCJL/IT_ITES/MTP/09-10/P13

Date of Issue : December 7, 2009

Bid Document issued to:

M/s

.....

.....

By

Mahindra World City (Jaipur) Limited

411, 506, Neelkanth Tower#1,
Bhawani Singh Marg, C-Scheme
Jaipur -302001

Phone No: 0141-4007025-29

Fax : 0141-4007030

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MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

Bid No : MWCJL/IT_ITES/MTP/09-10/P13

SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS

NAME OF WORK : CONSTRUCTION OF MAHINDRA
TECHNOLOGY PARK AT MAHINDRA
WORLD CITY

PERIOD OF ISSUE OF BIDDING DOCUMENT : FROM: **December 7, 2009 to December, 9 2009** TIME:-10:00 HOURS TO 17:00 HOURS

LAST DATE AND TIME : Date: **December 16, 2009** (Hard Copy Submission) FOR RECEIPT OF BIDS Time: 15:00 Hrs.

INVITATION FOR BID

(IFB)

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

INVITATIONS FOR BIDS (IFB)

Date : December 7, 2009

Bid No : MWCJL/IT_ITES/MTP/09-10/P13

1 **MAHINDRA WORLD CITY (JAIPUR) LIMITED** having its Registered office at 408, 4th Floor, Ganapati Palaza, MI Road, Jaipur-302001, is developing an IT/ITES SEZ and invites item rate Bids for the below mentioned supply from the selected Bidders.

2 Hard copies of the document can be obtained from the Architect office at the below mentioned address by paying **Rs. 1500/-** only upto **December 9, 2009**

M/s Rajinder Kumar Associates

B-6/17 Shopping Center,
Safdarjung Enclave
New Delhi 110029, India
T: (91)112-6179093
F: (91) 112-6186874

3 Bids must be delivered to **Mahindra World City (Jaipur) Limited**, 411, 506, Neelkanth Tower#1, Bhawani Singh Marg, C-Scheme, Jaipur -302001, on or before **15:00 Hours** on **December 16, 2009** in Hard Copy. If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received on the next working day at the same time and venue. .

4 Other details can be seen in the Bidding documents.

TABLE – IFB 1

Sr. No.	Name of work	Bid security / EMD (Rs.)	Cost of document (Rs.)	Period of completion
1	Supply Of Centrifugal Water Chilling Units	Rs. 50,000/-	Rs. 1,500/-	3 (Three) Months

Seal of office

SECTION 1: INSTRUCTIONS TO BIDDERS

(ITB)

Section 1: Instructions to Bidders**Table of Clauses**

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1A. General Instructions

1 Scope of Bid

1.1 **Mahindra World City (Jaipur) Limited** ("MWCJL"), (hereinafter referred to as "Employer") invite Bids for the **Supply Of Centrifugal Water Chilling Units for Mahindra Technology Park Block A2 & B1 at Mahindra World City being developed by it** (as defined in these documents and referred to as "the Supply") .

2 One Bid per Bidder

- 2.1 Each Bidder shall submit only one Bid for one Contract.
- 2.2 Bid documents are not transferable

3 Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

4 Site visit

- 4.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site (as defined in Clause 1 of GCC) and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for supply of the material. The costs of visiting the Site shall be at the Bidder's own expense.
- 4.2 After visiting the site the bidder shall confirm the fact of actual visit of the site to the employer which will be testimony to the fact that in fact site is available for commencing the supply.
- 4.3 The Supplier shall be deemed to have inspected, tested and examined the site and surroundings and to have satisfied himself as to all the conditions, factors and risks which can be reasonably obtained or inferred from the inspections, and examinations that may influence or affect the progress and cost of Contract Supply.

1B. Bidding Documents

5. Contents of Bidding Documents

5.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8 (if any)

Sections	1	Instructions to Bidders
	2	Letter of Acceptance and Agreement form
	3	Conditions of Contract
	4	Forms of Securities
	5.	Technical Specifications, List of Approved Makes & Bill of Quantities

5.2 Qualification of Bidders : To be qualified for award of contract, bidders are required to

- a) Submit a written power of attorney authorising the signatory.
- b) Update the following information submitted with the application for qualification.
 - i) Financial strength.
 - ii) Works in hand
 - iii) Litigation if any.

6. Clarification of Bidding Documents

Bidders requiring any clarification of the Bidding documents may notify the Employer by e-mail to jaipurBids@mahindraworldcity.com or by Fax only. The Employer will respond to any request for clarification. All such queries shall be made at least three (03) days before date of submission of Bids as per Clause 16.

1C. Preparation of Bids

7. Language of the Bid

7.1 All documents relating to the Bid shall be in the English language.

8. Documents comprising the Bid

8.1 The Bid submitted by the Bidder shall comprise the following:

- a) The Bill of Quantities wherein the Bidder shall fill in the rates; original plus one photocopy duly signed and stamped by the Bidder on each page.
- b) Specifications, original plus one photocopy duly signed and stamped by the Bidder on each page.
- c) Any other materials required to be completed and submitted by bidders in accordance with these instructions

The Financial Bid (BOQ) under Sections 5 of Sub-Clause 5.1 shall be filled in without exception.

9. Item Rate Contract

9.1 The Supplier shall note that unless otherwise stated, the Tender is strictly on item rate basis contract.

10. Currencies of BID and payment

10.1 The rates and the prices given are in Indian Rupees.

11. Bid Validity

11.1 Bids shall remain valid for a period not less than 60 (sixty) days after the date for Bid submission specified in Clause 16. A Bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.

12. Bid Security

12.1 The Bidder shall furnish as a part of his Bid, a Bid security in the amount as shown in column 3 of the table IFB-1. The Bid security shall be in favour of **Mahindra World City (Jaipur) Limited** in the form of a Demand Draft or Banker's Cheque or Pay order payable at Jaipur.

12.2 The Bid Security of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 11.1.

12.3 The Bid Security of the successful Bidder will be adjusted with Performance Security when the Bidder has signed the Agreement and furnished the required Performance Security.

12.4 The Bid Security may be forfeited

- (a) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

- (i) sign the Agreement; or
- (ii) furnish the required Performance Security within 10 days from the date of Letter of Acceptance.

12.5 No interest shall be paid on any Bid security/Performance Security/ or Guarantee in lieu thereof.

13. Format and Signing of Bid

13.1 The Bidder shall prepare the Bid as specified in Clause 8 in two (02) copies.

13.2 The Rate in the original and one duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

13.3 The Bid shall contain no alterations or additions or omission or interlocation except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

14. Salient Points

The Scope of supply proposed in this Bid is for the [Centrifugal Water Chilling Units](#):

14.1 The Bidder should make himself acquainted with the site conditions, level and any other information required for giving a proper quote.

14.2 Bidders requiring any technical clarification should seek it from Employer's office before quoting and any ambiguity regarding quantities/specification and drawings will not be entertained after the Bids are finalised.

14.3 The Supplier should make his own arrangement of water and power for construction purposes and make all necessary arrangement. The power for commissioning will however be supplied by Employer.

1D. Submission of Bids

15. Sealing and Marking of Bids

15.1 The Bidders are not expected to include any conditions contrary to Bid provisions. However, if it is necessary to include certain conditions, the same should be submitted with proper reasons, in a separate sealed cover. The covers should be suitably super scribed indicating the contents. All letters, enclosures, and Bill of quantities shall be submitted in duplicate. Bidder should clearly indicate on each copy under their full signature, whether it is the Original or duplicate copy.

15.2 The Bidder shall submit the original Bid in one sealed envelop marking as "**FINANCIAL BID for [Supply Of Centrifugal Water Chilling Units](#)**" At **Mahindra World City, Jaipur**". The duplicate copy duly marked should be in separate sealed envelope.

15.3 The envelopes shall be addressed to the Employer at the following address:

Mahindra World City (Jaipur) Limited
411, 507, Neelkanth Tower#1,
Bhawani Singh Marg, C-Scheme
Jaipur -302001
Phone No: 0141-4007025-29

16. Deadline for Submission of the Bids

- 16.1 Bids must be received by the Employer at the address specified above no later than **15:00** hours on **December 16, 2009**. In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 16.2 The Employer may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline.

1E. Bid Opening and Evaluation

17. Process to Be Confidential

- 17.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 17.2 The employer may at its absolute discretion, ask the bidders for any clarification including breakdown of rates, subject to this no bidder shall contact the employer relating to the bid from the time of opening to the time of contract awarded.

18. Correction of Errors

- 18.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected.

19. Employer's Right to Accept any Variation

- 19.1 The Employer reserves the right to accept or reject any variation, deviation from the Bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 19.2 Acceptance of tender on behalf of employer (Mahindra World City [Jaipur] Ltd) shall be done by the committee empowered in this behalf or by officer of company duly authorised in this behalf.
- 19.3 It is made clear that the employer is not bound to accept lowest or any tender (bid). The employer reserves the right to reject any or all tenders received for consideration without assigning any reasons and without incurring any liability to affected bidders.

1F. Award of Contract

20. Award Criteria

- 20.1 The Employer will negotiate with the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. On completion of negotiations the Employer will award the Contract to the most suitable Bidder.

21. Employer's Right to Accept any Bid and to Reject any or all Bids

21.1 Notwithstanding Clause 20, the Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

22. Notification of Award and Signing of Agreement

22.1 The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Supplier in consideration of the execution and completion by the Supplier as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

22.2 The Agreement will incorporate all Agreements between the Employer and the successful Bidder. Within 10 days of issue of Letter of Acceptance, the successful Bidder will sign the Agreement and deliver it to the Employer.

22.3 Upon accepting the Performance Security for the Successful Bidder and signing of the Agreement, the Employer shall issue a 'Notice to Proceed' to the Supplier, in which the date of commencement of the Contract shall be indicated.

22.4 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

23. Performance Security

23.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security valid till Completion of the Contract in the form of a bank guarantee in Employer's prescribed format for an amount equivalent to 5 % of the Contract price by adjusting Bid Security:

23.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 23.1 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other Bidder, on sole discretion of Employer.

24. Corrupt or Fraudulent Practices

24.1 The Employer expects the Bidders, Suppliers, Suppliers, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of such Contracts .Therefore, the Employer will reject the Bid/ terminate the contract with no obligations and blacklist such Bidder / supplier, barring him from participation in future Bidding in the event he found indulged in any malpractice such as gift, bribe, or other inducements to any person with a view to influence the placing or operation of the Contract.

24.2 The bidder hereby undertakes that if the information given in bidding documents or otherwise be found to be untrue or false, he will be liable to be disqualified and his security will be forfeited and further it is discovered to be false during the contract period affecting prejudicially the interest of employer, the contract will be terminated and security deposit will be liable to be forfeited.

SECTION-2

LETTER OF ACCEPTANCE AND AGREEMENT FORM

Table of Forms:

- LETTER OF ACCEPTANCE & PROCEED THE WORK
- AGREEMENT FORM

Letter of Acceptance
(letterhead paper of the Employer)

To,
.....
.....

Dear Sirs,

This is to notify that your Bid and subsequent negotiations for the of **SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS AT MAHINDRA TECHNOLOGY PARK IN BLOCK A2 & B1 WITHIN THE IT/ITES SEZ** for the negotiated Contract Price of Rs..... (Rupees) is hereby accepted by Mahindra World City (Jaipur) Limited.

You are hereby requested to furnish Performance Security Deposit in the prescribed format of the Bank Guarantee attached herewith for an amount of Rs. within ten (10) days, of receipt of this Letter Of Acceptance, valid up to 180 days from the Date Of Intended Completion i.e. any extension thereof and sign the Contract, failing which action as per Sub-Clause 21.1 of Instruction to Bidders shall be taken.

Subsequent to furnishing the requisite security, you are hereby instructed to proceed with the execution of the said supply as the site will be handed over to you on _____2009 in accordance with the Contract documents. The stipulated date of commencement and stipulated completion dates will be _____ and _____ respectively.

Thank you

Yours faithfully,

Chief Operating Officer
Mahindra World City (Jaipur) Limited
411, 506, Neelkanth Tower#1,
Bhawani Singh Marg, C-Scheme
Jaipur -302001
Phone No: 0141-4007025-29

Agreement Form (On stamp paper of Rs 100/-)

Agreement

This Agreement, made the _____ 2009, between **Mahindra World City (Jaipur) Limited** (hereinafter called "the Employer") of the one part and _____

_____ [name and address of Supplier] (hereinafter called "the Supplier") of the other part.

Whereas the Employer is desirous that the Supplier execute **SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS AT MAHINDRA TECHNOLOGY PARK IN BLOCK A2 & B1 WITHIN THE IT/ITES SEZ** (Bid No. **MWCJL/IT_ITES/MTP/09-10/P13** (hereinafter called "Supply Order") and the Employer has accepted the Bid by the Supplier for the above order and the remedying of any defects therein, at a Contract price of Rs. _____ (Rupees _____)

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, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2 In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to execute and complete the **said supply** and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
- 3 The Employer hereby covenants to pay the Supplier in consideration of the execution and completion of the **said supply** and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Supplier's Bid;
 - iii) Contract Data;
 - iv) Conditions of Contract (including Special Conditions of Contract);
 - v) Specifications;
 - vi) Drawings;
 - vii) Bill of Quantities and Rates; and
 - viii) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Supplier _____

SECTION 3: CONDITIONS OF CONTRACT

General Conditions

3A. General

1. Definitions

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

ARCHITECT / CONSULTANT:

Rajinder Kumar Associates
B-6/17 Shopping Center, Safdarjung Enclave
New Delhi 110029, India
T: (91)11-26162930 / 26162931
F: (91) 11-26186874

Bill of Quantities or BOQ means the priced and completed bill of quantities and rates forming part of the Contract.

The **Contract** is the binding between the Employer and the Supplier to execute, complete and Supply.

The **Supplier** shall mean the successful Bidder and their heirs and legal representative, assigns and successors on whom the supply order or letter of intent has been issued by the Employer.

The **Supplier's Bid** is the completed Bidding document submitted by the Supplier to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Date of Commencement is the date as stated in the Letter to Proceed from the Employer to the Supplier.

Actual Date of Commencement is the date from which the Supplier started his supply.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Supply not completed in accordance with the Contract.

The **Defects Liability Period** is 24 months calculated from the Actual Completion Date

The Employer is the Party who will employ the Supplier to carry out the Supply.

Engineer in Charge shall be HEAD (Infrastructure & Development) of the Employer or person nominated by him.

The **Intended Completion Date** is the date on which it is intended that the Supplier shall complete the Supply. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer in Charge by issuing an extension of time.

The **Actual Completion Date** is the date on which the Engineer in Charges shall issue the Completion Certificate

Plant is any integral part of the Supply which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is located at **Mahindra World City (Jaipur) Limited, IT/ITES SEZ. Village: Kalwada, Tehsil: Sanganer, District: Jaipur**

Specification means the Specification of the Supply referred in the Contract and any modification or addition made or approved by the Engineer in Charge in writing.

A Variation is a written instruction given by the Engineer in Charge which varies the Supply.

Party and Parties is the Employer and the Supplier individually and the word Parties shall be construed accordingly

Relevant Authority shall mean all Parties which have jurisdiction on the supply.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer in Charge will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order

- (i) Agreement
- (ii) Letter of Acceptance, Notice to proceed with supply.
- (iii) Supplier's Bid
- (v) Conditions of Contract including Special Conditions of Contract
- (vi) Bill of Quantities
- (vii) Drawings
- (viii) Specifications
- (ix) any other document listed in the Contract Data as forming part of the Contract.

3. Legal Construction

3.1 Subject to provision of clause, the Supply Order shall be in all aspect, construed and operated as Contract under Indian Contract Act 1872, and in accordance with Indian Laws enforce for the time being and is subject to the jurisdiction of the court, Jaipur only.

4. Language and Law

4.1 The language of the Contract shall be English only and the Law governing the Contract shall be Law of Republic Of India and the law which will govern the conduct of the contract and according to which the contract shall be in force in the state of Rajasthan, it will include the exemption granted under various enactments.

5. Communications

5.1 Communications between Parties which are referred to in the conditions are effective only when given in writing. A notice shall be effective only when it is delivered. In the case delivery is refused, it will be deemed to be received if service is effected by postal agency. Any letter, notice and notification under the contract shall be served on the party concerned when received by fax, telex, courier deliver or registered post letter at the following address of supplier or employer.

Address of Supplier :

Address of Employers

Corporate Address

Mahindra World City (Jaipur) Limited

411, 506, Neelkanth Tower#1,
Bhawani Singh Marg, C-Scheme
Jaipur -302001
Phone No: 0141-4007025-29 -Fax : 0141-4007030

6. Personnel
Deleted

7. Insurance
Deleted

8 Possession of the Site
Deleted

9 Settlement of Dispute

- 9.1 If any dispute of any kind whatsoever shall arise between the Employer and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity or termination or the execution of the supply, whether during the process of supply or after completion and whether before or after termination or breach of the Contract, the Parties shall seek to resolve any such dispute or difference by referring the matter to Engineer in Charge. The Engineer in Charge will give its decision within fifteen (15) days of referring the dispute. Either Party if not in Agreement with Engineer in Charge's decision, may within fifteen days of decision by the Engineer in Charge refer to the senior management of the Employer, who will give its decision with thirty (30) days of referring the dispute. Either Party if not in Agreement with senior management decision, may refer to arbitration pursuant to Clause no. 10 of General Conditions of Contract.

10 Procedure for Disputes Resolution

- 10.1 The Arbitration shall be conducted in accordance with the arbitration procedure stated below. The procedure for arbitration will be as follows:
- 10.1.1 In case of dispute or difference arising between the Employer and a Supplier relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three (03) arbitrators one each to be appointed by the Employer and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the Parties to reach upon a consensus within a period of thirty (30) days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India).
- 10.1.2 If one of the Parties fails to appoint its arbitrator in pursuance of sub-Clause 10.1.1 above within 30 days after receipt of the notice of the appointment of its arbitrator by the other Party, then the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration /President of the Institution of Engineer in Charges (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the Parties.
- 10.1.3 Arbitration proceedings shall be at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

- 10.1.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each Party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such Party or on its behalf shall be borne by each Party itself.
- 10.1.5 Without prejudice to the above provision, Where the amount in dispute is Rs.50 lacs and below, the disputes or differences arising shall be referred to the Sole Arbitrator. To be nominated by employer. The arbitration will take place in accordance with the Indian Arbitration and Conciliation Act 1996. The Arbitration shall be at Jaipur. Arbitration may be commenced prior to or after completion of the contract provided that the obligation of the employer and the supplier shall not be altered by reason of the arbitration being conducted during the progress of the contract.
- 10.1.6 Performance under the Contract shall continue during the arbitration proceedings and subject to the satisfactory performance of the Supplier, payments due to the Supplier by the Employers shall not be withheld, unless they are the subject matter of the arbitration proceedings.

3B. TIME CONTROL

11 Avoidance Of Delay

Deleted

12 Extension of the Intended Completion Date

Deleted

13 Force Majeure

13.1 Force Majeure shall mean any event beyond the reasonable control of the Employer or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:

13.1.1 War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government authority or act of any local state or national government authority

13.1.2 Strike (other than strike by employees/staff/labour of Supplier or Sub-Supplier), sabotage, embargo, import restriction, epidemics, quarantine and plague.

13.1.3 Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster

14 Delays Ordered by the Engineer in Charge

Deleted

3C. QUALITY CONTROL

15 Identifying Defects

15.1 The Engineer in Charge / Architect shall check the **material** and notify the Supplier of any Defects that are found. Such checking shall not affect the Supplier's responsibilities. The Engineer in Charge may instruct the Supplier to search for a Defect and to uncover and test any supply that the Engineer in Charge considers may have a Defect.

15.2 The Supplier shall permit the Employer's technical auditor to check the Supplier's supply and notify the Engineer in Charge and Supplier of any defects that are found. .

16 Correction of Defects

- 16.1 The Engineer in Charge shall give notice to the Supplier of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. Once the defects are notified to the supplier the Defects Liability Period shall extend automatically for as long as Defects remain to be corrected.
- 16.2 Every time notice of a Defect is given, the Supplier shall correct the notified Defect within the length of time specified by the Engineer in Charge's notice.

17 Uncorrected Defects

- 17.1 If the Supplier has not corrected a Defect within the time specified in the Engineer in Charge's notice, the Engineer in Charge will have the right to engage third party to the defects rectified at risk & cost of the supplier along with overheads. Such amount will be recovered from the Supplier.

3D. COST CONTROL

18 Bill of Quantities

- 18.1 Deleted
- 18.2 Deleted
- 18.3 The rates set out in the Bill of Quantity (BOQ) are fixed, firm and shall be inclusive of all costs and expenses as under. No escalation in rate is permitted during the tenure of contract and shall not be subject to variation on any account what so ever.
- 18.4 This Project is an SEZ. As per Special Economic Zone Act 2005, all the taxes, duties, royalties, levies (except income tax on the profit of the Supplier) are exempted; hence, the quoted rates shall be exclusive of all taxes, duties, royalties, levies, service tax etc. Any tax component, considered shall be indicated separately and shall be admissible only if applicable, proof of payment of such taxes will be required for acceptance of claim in there respect. The Supplier shall put his best efforts to forward the exemptions and benefits granted by the Government he gets from time to time. Employer shall deduct Tax Deduction at Source (TDS) for such taxes at the rates fixed and revised by Relevant Authorities from each payment/bill due to Supplier. Employer shall issue TDS certificate in favour of Supplier for the TDS so recovered. In case employer is not able to avail any tax benefit due to negligence or non compliance of SEZ rule and regulation by supplier then the same will be recovered from supplier.
- 18.4.1 Deleted

19 Tax

- 19.1 The rates quoted by the Supplier shall be deemed to be exclusive of taxes which are exempted under **SEZ Act 2005** and separate disclosure of all taxes which are not exempted alongwith basic rate in the bid. In case, any tax is levied inspite of Employer giving all requisite documents to the supplier and supplier's best efforts, same shall be paid extra to the supplier upon supplier submitting proof of such payments.
- 19.2 **INCOME TAX:** Deduction of income tax at source will be made by the Employer at the applicable rates which is obligatory as per the provisions of Income Tax Act. It shall be the responsibility of supplier to arrange and produce a "No Deduction Certificate" from the Income Tax Authorities, if the payment of their invoices are to be made without deduction of Income Tax at source.
- 19.3 If any tax exemptions, concessions, reductions, allowances or privileges may be available to the Employer, the supplier shall use its best endeavours to enable the Employer to benefit from any such tax savings to the maximum allowable extent.

- 19.4 **BASE DATE** : Base date for reimbursement of any new enactment in taxes, duties and levies by central or state govt. or any other statutory authorities as applicable to the Contract, shall be seven (7) days prior to the date on which the price bid or revised price bids were stipulated to be received.

20 Retention

- 20.1. Retention Money at the rate of 5 % of the value of supply from each running bill will be deducted until the actual supplies are completed, up to a maximum of 5% of Contract Price.
- 20.2 Retention money shall be refunded within 30 days after discharge of defect liability period of 12 months.
- 20.3 No retention sum shall be deducted from interim progress payment subject to the submission of an unconditional bank guarantee from a scheduled bank in the Employer's format equivalent to 5% of the Contract Price which would valid up to the Completion of Defect Liability period with 180 days extra claim period.

21 Liquidated Damages

- 21.1 If the supplier fails to complete the material by the date of completion as stated in the Tender or within extended time as per agreed project baseline schedule, the Owner shall withhold a sum calculated at the rate of 1 % of the total contract value per week (or part thereof) of delay as liquidated damages for the period during which the said supply shall so remain or have remained in-complete. The owner may deduct such damages from any money's otherwise payable to the supplier under this contract, up to a maximum of 10 % of the total contract value after which Owner will have right to terminate the contract and claim for compensation from supplier for the financial losses on account of delay of project. The supplier admits that the loss shall always be caused if there is failure on its part.
- 21.2 The delay shall be assessed based on average delay over all due milestones. Reconciliation statement for Project Tracking giving detail of delay, duly verified by Engineer-in-Charge / project manager shall be submitted alongwith running bills.
- 21.3 The Liquidated Damages imposed for not achieving intermediate milestone shall be subjected to refund/adjustment in case of Supplier achieve the final Milestone with the period as stipulated in the Contract.
- 21.4 Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates for the completion of the supply order as stated in Contract,** and payment or deduction of liquidated damages shall not relieve the Supplier from his obligation to complete the supply as per agreed construction program and milestones or from any other of the Supplier's obligations and liabilities under the Contract.

22 Performance Security

The Performance Security in the form of unconditional bank guarantee shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount equal to 5% of Contract Price from a Nationalised or Scheduled bank in the Employer's prescribed format the Performance Security shall be valid until a date 180 days from the date of expiry of Actual Date of Completion.

23 Defect Liability and Cost of Repairs

Loss or damage to the Supply or Materials to be incorporated in the Supply between the Actual Date of Completion and the end of the Defects Liability Periods shall be remedied by the Supplier at the Supplier's cost if the loss or damage arises from the Supplier's acts or omissions. The Supplier shall be responsible to make good at his own expense any defect which may develop within the period mentioned as Defect Liability Period in the Contract Data. The Employer shall give the Supplier a notice in writing about the defects and the Supplier shall

repair the defect within maximum of seven (07) days or fourteen (14) days depending upon whether the defect is minor or major. If the Supplier fails to repair/remove the defect, the Employer may get the supply execute from others at Supplier's risk & cost . The Employer shall have the right to appropriate all or part of the Retention Money towards the expense in repairing the defects.

3E. FINISHING THE CONTRACT

24 Completion
Deleted

25 Taking Over
Deleted

26 As Built Drawings
Deleted

27 Termination Of Contract

27.1 Due to any default by the supplier, the Employer shall be entitled to terminate the Supplier's employment under the Contract by giving one (01) week advanced notice in writing by stating the reason. The date after seven (07) days from the date of issuance of the Termination Notice shall hence be defined as "Date of Termination". The Supplier will be paid for all supply duly and properly completed up to the Date of Termination but shall not be entitled to anticipated profit or any consequential or indirect loss or damage and shall hold harmless and indemnify the Employer against Supplier's Suppliers/suppliers or third parties arising from termination under this Clause.

27.2 The Supplier had agreed in the event of delay in progress or non-achievement of the Milestone Dates, The Employer shall reserve the sole discretion right in deploying its own plant and machinery or engaging third party to speed up the Supplier's supply and the Supplier's Contract shall be terminated with written notice at any point of time without any compensation or claims to be paid to the Supplier. All additional / extra cost incurred by The Employer shall be charged to the Supplier due to such event.

28 Payment upon Termination
Deleted

29 Breach Of Contract

The following events shall be fundamental breach of Contract:

29.1 The Supplier has contravened any Clause / sub-Clause of the Conditions of Contract.

29.2 The Supplier does not adhere to the agreed construction program and agreed environmental management plan and also fails to take satisfactory remedial action as per Agreements.

3F Special Conditions of Contract

1. General

The Supplier is advised to note that the following Special Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

2. Scope of Supply

2.1 The Contract Supply shall comprise of but not be limited to:

- 2.1.1 The scope of supply is for the construction of Mahindra Technology Park supply of [Centrifugal Water Chilling Units](#) as defined in BOQ
- 2.1.2 The supply of material to be carried out under the contract shall include all the items given in the Bill of Quantities and such other item as may be instructed by the Employer.
- 2.1.3 All the above shall be as per issued relevant drawings, Specifications of IS and other relevant National and International Standard Specifications and good engineering practices, safety measures as required all as per agreed construction methodology in consultation and coordination with and under the inspection of the Employer's personnel / design consultants.
- 2.2 All the Contract Supply shall be executed in full compliance with the Specifications of the Contract and all requirements and always to the satisfaction of the Employer.
- 2.3 The Supplier acknowledge that he understands the Special Economic Zone (SEZ) rules and regulation as per **SEZ Act 2005** and he further acknowledge that he will abide all the rules and regulations of SEZ Act, laws related to custom duties, notified area and all other related things affecting the Contract supply directly or indirectly and shall keep the employer harmless from any violation of the provisions of SEZ Act 2005.
- 2.4 Deleted
- 2.5 Deleted
- 2.6 Deleted

3. Milestone dates:

Milestone date shall be as negotiated and agreed at the time of award of contract.

4. Schedule of Works

Deleted

5. Measurements

Deleted

6. Running Account Bills

The Supplier has to prepare and submit the Running Account Bills in triplicate once in a month along with details measurements in serially machine numbered register, abstract sheets, deviation statement and any specific instructions which may be given in this regard by the Engineer In-Charge shall also be attached to by the supplier

Running Bill Certification:

- 6.1 The Supplier shall prepare and submit running bill to the Engineer In-Charge once a month throughout the construction period considering that No payment shall be made for supply estimated to cost less than rupees 1 (One) Lac.
- 6.2 Within 5 days of the receipt of Supplier's running bill for payment, the Engineer In-Charge / Employer's representative shall check and point out corrections, if an to be made in the bill. The Supplier shall correct the bill and resubmit the same to the Engineer In-charge.
- 6.3 Within 10 days of receipt of the corrected bill from the Supplier, the Engineer In-charge/ Employer representative shall check the bill and forward the same to Manger Contract for verification for certification, who will certify the amount due to Supplier and recommend payment of the amount by the accounts department to the Supplier
- 6.4 Within 6 days of receipt of the bill from Engineer In-Charge, account dept will release the payment along with certificate showing details pertaining to supply done, total recoveries and statutory deductions.

6.5 Any running / interim Certificate of Payment given by the Infra / Account Dept. relating to supply done or the materials delivered shall be adhoc in nature and may be modified or corrected by any subsequent interim Certificate or the Final Certificate of payment.

6.6 An interim payment not exceeding 75% of the provisional bill amount may be certified by the Engineer-in-charge. Balance payment shall be made once Engineer-in-charge certifies quantity and item rate. Interim payment can be made within 7 days of engineer-in-charge certificate.

Final Bill payment

6.7 The Final Bill shall be submitted by the Supplier within two month of the date of Completion of the Supply or if the supply is completed earlier, within one month of such completion. The supplier shall give to the employer a detailed account of the total amount which he consider payable to him under the contract..

6.8 The final bill will be checked in terms of the supply order, quality of supply and material supplied / used, approved extra items, by the Engineer In-Charge within **30** days from the date of the bill is received by the Engineer In-Charge, provided the contractor has complied with all formalities as described in various clauses of the Contract and thereafter the same would be forwarded to the next concerned dept.

6.9 The payment of the final bill shall be made to the Supplier by the Employer within 15 days from the receipt of the Engineer in-charge approval certificate for payment.

6.9.1 No further claim shall be made by the Supplier in respect thereof even after submission of the final bill and the same shall be deemed to have been fully waived and absolutely extinguished.

6.10 The final billing shall be accompanied by all substantiating documents as required for running bills with the addition of the following items that shall be supplied by the supplier:

6.10.1 All written guarantees / warrantees and spares required by the Contract documents.

6.10.2 Operation and Maintenance manuals and instructions for equipment and apparatus.

6.10.3 Re producible and blue prints of all requisite As Built drawings along with the soft copy thereof on latest version of AutoCad software.

Certificate for payment format : (may be finalized later with the Engineer In-Cahrge)

	Value of Supply done for Interim Certificate As per Contract	(1)
Less (-)	Deductions :	
	Retention 5% on '1' subject to a maximum of 5% on Contract Value	(a)
	Previous Payments made (Payment made till date including Advance/ Adhoc payments made upto the period of this bill)	(b)
	Deductions (a+b))	(c)
	Deduction on Govt. / Statutory liabilities such as TDS etc.	(d)
	Total Deductions (c+d)	(2)
	Net Value of This Bills (Amount payable)	(1 - 2)

7. Subcontract or Subletting of Works

7.1 Sub-Letting:

Deleted

7.2 Sub-Contract:

Deleted

8. Contract Drawings

8.1 Deleted

8.2 Deleted

8.3 Deleted

8.4 The Supplier shall submit shop and fabrication drawings as required by the Engineer-in-Charge.

8.5 The privilege of the authorship and Employership of drawing and designs of the building remains with Engineer in Charge. Drawings and design prepared by their Consultants shall be used only for the purpose specified in the Contract and all drawings issued shall be returned to Engineer in Charge after completion of supply.

8.6 Supplier is not authorize to disclose drawings or any part of drawing and photographs of site without written approval from the Employer.

9. Additional Work - Deleted

10. Protection of the Works during Contract Period - Deleted

11. Discrepancies in alignment - Deleted

12. Temporary Power and Water Supply - Deleted

13. Site Offices of the Supplier - Deleted

14. Safety on Site - Deleted

15. As Built Drawings - Deleted

16. Labour – Deleted

17. Contractors other obligations - Deleted

3G. SAFETY MANUAL

Deleted

GENERAL

1 Power Supply System

Entire supply shall be suitable for use on 415 volt 3 phase 4 wire supply system with transformer neutral grounded. The rated frequency of the supply system shall be 50 cycles per second.

2 Ambient Conditions

All equipments components and materials used in the supply shall be suitable for continuous operation/use at rated output with permissible overload at the following extremes of ambient conditions likely to be encountered at site.

Temperature from minimum 0° C to maximum 48° C

Related humidity from minimum 10% RH to maximum 100% RH

3. Terms of payment

MWCJL to specify

SECTION 4: FORMS OF SECURITIES

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A: Performance Bank Guarantee

Annex B: Bank Guarantee for Advance Payment

ANNEXURE –A

PERFORMANCE GUARANTEE

This Guarantee of guarantee (hereinafter referred to as “**Guarantee**”) made this date by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the “**Bank**”) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its office at 408, 4th Floor, Ganpati Plaza, M I Road, Jaipur -302 001 and Corporate office at 411, 507, Neelkanth Towers, BS Road, C-Scheme, Jaipur. (hereinafter referred to as “**Employer**” which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

- A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called “Mahindra World City, Jaipur” (hereinafter referred to as “**SEZ**”);
- B. On the assurance of M/s ----- having its office at ----- (hereinafter referred to “**Supplier**”) that they are having the necessary infrastructure and capacity to undertake construction of -----package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Supplier have entered into a contract ref: **MWCJL/IT_ITES/**_____ dated ____ **day** ____ **Month** ____ **Year** (hereinafter referred to as “**Contract**” which expression shall include any agreed amendments or modifications thereto) to execute the supply within the SEZ in accordance with the terms and conditions of such Contract;
- C. Supplier has, by its acceptance to enter into the Contract with MWCJ has agreed to furnish a bank guarantee to MWCJ to ensure timely and satisfactory performance and completion of the supply as per terms of the Contract;
- D. The Bank has, at the request of the Supplier, agreed to grant in favour of MWCJ, a guarantee to secure performance by Supplier of its obligations under the said supply contract.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

- 1 The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Supplier has failed to perform its obligations under the said Contract and any amendments or modifications thereto, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Supplier, the amount set forth in certificate by MWCJ as the amount of loss / claim / damage / cost / expense arising or likely to arise out of breach or non fulfilment of the said Contract. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Supplier and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Supplier to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).
- 2 This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 4 of this Guarantee or the claim expiry date of this guarantee whichever is earlier. If a demand is served , before the claim expiry date , this Guarantee shall continue in full force and effect (notwithstanding the validity date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.
- 3 The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend

the time of performance by the Supplier from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Supplier. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Supplier but may immediately call on this Guarantee.

- 4 This Guarantee herein contained shall remain in valid and effect till MWCJ certify that the terms and conditions of the said Contract have been fully and properly carried out and that the Supplier has fulfilled all its obligations under the Contract and that MWCJ has no claim against the Supplier on any account against the said Contract or the expiry date whichever is earlier.
- 5 Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.
- 6 The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.
- 7 Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post
- 8 This Guarantee shall not be affected by any change in the constitution of the Bank or of Supplier or of MWCJ.
- 9 This Guarantee shall be governed by the applicable laws of India.
- 10 The expression "The Bank" and the Supplier hereinbefore used shall include their respective successors and permitted assigns.

Notwithstanding anything contained herein above in the Bank Guarantee.

1. Our liability under this Bank Guarantee shall not exceed Rs. _____/-
2. This Bank Guarantee shall be valid up to _____
3. We shall be liable to pay any amount under this Bank Guarantee or part thereof only if we received (if your serve upon us) a written claim or demand under this Guarantee up to _____ at _____ Bank Ltd., _____(Address)

ANNEXURE –XXXX

DRAFT FOR ADVANCE BANK GUARANTEE

Bank Guarantee Bond (RE : Mobilization Advance)

This Bond (hereinafter referred to as “**Guarantee**”) made this (date)..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the “**Guarantor**”) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its office at 408, 4th Floor, Ganpati Plaza, M I Road, Jaipur -302 001 and Corporate office at 411, 507, Neelkanth Towers, 1, Bhawani Singh Marg, C-Scheme, Jaipur. (hereinafter referred to as “**Employer**” which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

- A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called “Mahindra World City, Jaipur” (hereinafter referred to as “**SEZ**”);
- B. On the assurance of M/s -----having its registered office at -----(hereinafter referred to “**Supplier**”) that they are having the necessary infrastructure and capacity to undertake construction of -----package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by EMPLOYER, EMPLOYER and Supplier have entered into a contract Ref. No. _____ dated _____ (hereinafter referred to as “**Contract**” which expression shall include any agreed amendments or modifications thereto) to execute the supply _____ (supply specification) within the SEZ in accordance with the terms and conditions of such Contract;
- C. And whereas Employer has agreed to pay the said Supplier a sum of Rs. _____ (Rupees _____) as Mobilisation Advance as per terms and conditions of the above said Contract, that the said Supplier shall submit in favour of your company and an unconditional and irrevocable Bank Guarantee for an equal amount valid till completion period i.e _____.(Date)
- D. The said Supplier has agreed to refund to the Company the balance unrecovered sum in the event of the said Contract Agreement being terminated or coming to as end for whatsoever reason,
- E. We the Guarantor, at the request of the Supplier, agreed to Guarantee in favour of EMPLOYER, a guarantee to advance payment made by EMPLOYER to the Supplier.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

- 1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to EMPLOYER and agrees and undertakes that if in the sole and unfettered opinion of EMPLOYER, Supplier has failed to pay the amount equivalent to Rs. -----given as advance by EMPLOYER to the Supplier (hereinafter referred to as “**Advance**”)with in the time stipulated in the Contract, the Bank shall upon demand of EMPLOYER forthwith pay to EMPLOYER, without demur, contestation or dispute, without reference to Supplier, amount equivalent to Advance. Any such certificate or demand by EMPLOYER on the Bank, shall be conclusive as regards the amount due and payable by the Bank to EMPLOYER under this Guarantee, notwithstanding any dispute between Supplier and EMPLOYER as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Supplier to the Bank withhold or not to pay any amount to EMPLOYER against this Guarantee either before or after invoking of this Guarantee by EMPLOYER Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).
- 2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by EMPLOYER to the Bank in accordance with Clause 5 of

this Guarantee unless a claim or demand in writing is served upon the Bank by EMPLOYER. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the expiration date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to EMPLOYER.

3. The Bank agrees that EMPLOYER has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Supplier from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Supplier. The Bank agrees that EMPLOYER has no obligation whatsoever to exercise its rights against collateral, if any, of Supplier but may immediately call on this Guarantee.
4. The Bank agrees that EMPLOYER has the fullest liberty, without affecting in any manner the Bank's obligation hereunder, to assign this guarantee in favour of any EMPLOYER affiliate company in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such EMPLOYER affiliate assignee.
5. This Guarantee herein contained shall remain in force and effect till EMPLOYER certify that the Supplier has dully paid the Advance back to EMPLOYER. The Bank shall be released of its liabilities and obligations under this Guarantee only after such a certificate as aforesaid is issued by EMPLOYER to the Bank.
 - i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of EMPLOYER.
 - ii) Only neglect or forbearance, on the part of EMPLOYER, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.
6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to EMPLOYER at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.
7. The Bank hereby agrees that their liability hereunder shall not be discharged or released or altered or impaired in any manner by ay change in the constitution structure or our Bank or by merger or amalgamation by our Bank with any other Bank, Company, Corporation or Body.
8. The Bank hereby agrees that their liability hereunder shall not be discharged or released or altered or impaired in any manner by ay change in the constitution structure or powers of the said, Supplier or of the Employer.
9. This Guarantee shall be governed by the applicable laws of India.
10. The expression "The Bank" and the Supplier hereinbefore used shall include their respective successors and permitted assigns.

Notwithstanding anything contained herein

We the Bank _____ (Name) _____ (Address) _____ hereby irrevocably and unconditionally undertake to pay your company, by Banker's Cheque / Demand Draft favouring **Mahindra World City (Jaipur) Ltd., payable at Jaipur** on First Demand without protest or demur or proof or condition any and all amount

demanded by your Company in writing, with reference to the guarantee and that the liability of the _____ (Bank Name), under this guarantee is restricted to Rs. _____ (amount in figures) _____ (Amount in words). Our guarantee shall remain in force until _____ (date) Unless a claim in writing is presented to us during the validity period of this Guarantee and / or during a further grace period of _____ (extended period) thereafter upon expiry of the said validity.

11. IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

12. (.....)

13. WITNESSES :

1-

2-

SECTION 5:
TECHNICAL SPECIFICATIONS,
LIST OF APPROVED MAKES,
BILL OF QUANTITIES

MAHINDRA WORLD CITY, JAIPUR

TENDER FOR SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS

TECHNICAL SPECIFICATIONS

1. SCOPE

The scope of this section covers the supply of centrifugal water chilling machines conforming to these specifications and in accordance with the Bill of Quantities.

2. TYPE

The chilling machine shall be suitable for operation on R-134a. It may be of open type or hermetic construction.

3. CAPACITY

The capacity of the machine shall be as given in Bill of Quantities.

4. CENTRIFUGAL COMPRESSOR

The compressor shall be of single or two stage design with fully shrouded impeller. The impeller will be dynamically balanced and over speed tested. Compressor shall be furnished with variable guide vanes to ensure stable operation without surge, or undue vibration from full load down to 10% of full load.

5. EVAPORATOR

The evaporator shell shall be formed of carbon steel plate conforming to IS.2002. The tubes shall be individually replaceable and will be expanded in to tube sheets of carbon steel of grade SA.285. A carbon rupture disc shall be provided in accordance with ASHRAE 15 Safety Code. Eliminators shall be installed over the tube bundle along the entire length of the evaporator to prevent liquid refrigerant carryover into the compressor. The evaporator shall be suitably insulated with aluminium clad PUF not less than 25mm thick.

6. CONDENSER

The shell of the condenser shall be formed from carbon steel plate conforming to IS.2002 and shall be designed and constructed in accordance with BSR/ASHRAE 15 Safety Code. Individually replaceable copper tubes finned externally shall be mechanically bonded in to carbon steel tube plate of carbon steel of grade SA.285. A baffle placed between the tube bundle and the condenser shell will distribute the hot gas longitudinally throughout the condenser downward over the tube bundle preventing direct impingement of high velocity discharge gas upon the tubes.

The refrigerant side of the condenser shell with tubes , but without water boxes shall be proof tested , vacuum leak-tested and pressure leak-tested. The water side with water boxes in place is hydrostatically tested at one and a half times the design working pressure but not less than 225 psig.

7. ELECTRIC MOTOR

Compressor motor shall be of TEFC, IP-55 enclosure squirrel cage induction type and guaranteed for continuous operation, at the name plate rating. It shall be provided with a load limit mechanism so as to give positive protection against overloading. Motor shall be over sized by at least 10% over the full-load requirement .It shall be suitable for operation on 400 + - 10% volts, 3-phase, 50 cycles.

8. UNIT CONTROL PANEL

A factory assembled microprocessor control panel shall be installed on the machine. All controls necessary for safe and reliable operation of the chiller shall be provided, including oil management, purge operation, and interface to the starter. The microprocessor control system shall process the leaving evaporator water temperature sensor signal to satisfy the system requirements across the entire load range. Manual resets for protection shall be provided for :

- Low evaporator refrigerant temperature
- High condenser refrigerant pressure
- Low evaporator/condenser differential pressure
- Low differential oil pressure
- Low oil flow
- High oil temperature
- Critical sensor or detection circuit fault
- Motor overload
- High motor winding temperature
- Starter contactor fault
- Starter transition failure
- External and local emergency stop
- Phase loss ,phase unbalance ,phase reversal
- High bearing temperature
- Free-cooling valve closure failure
- Extended compressor surge

9. ISOLATION PADS :

Isolation pads of moulded neoprene shall be provided for placement under all support points.

10. REFRIGERANT AND OIL CHARGE

A full charge of refrigerant and oil charge shall be supplied with the machine.

11. PAINTING

The machine shall be factory finished with durable enamel paint. Shop coats of paint that have become marred during shipment or erection shall be thoroughly cleaned ,spot primed over the affected area and then coated with enamel paint to match the finish over the adjoining factory-painted surface. It shall be despatched from the factory in sea-worthy packing.

12. PERFORMANCE

Capacity ratings, power consumption, with operating points clearly indicated, shall be submitted with the tenders and shall be verified at the time of testing and commissioning.

13. VARIABLE FREQUENCY DRIVE

Variable Frequency Drive shall be provided with adequate maintenance free cooling arrangement. The same shall conform to EMC -3 rating atleast to filter harmonics.

TECHNICAL DATA

1. CENTRIFUGAL WATER CHILLING MACHINE

- a) Overall Dimensions
- b) Operating Weight
- c) Type of vibration isolation
- d) Manufacturer
- e) Country of Origin
- f) Model
- g) Refrigeration Capacity (TR)
(Actual under operating conditions)
- h) Power Consumption (IKW)
- i) IKW/TR
- j) IKW
 - 100% Load
 - 75% Load
 - 50% Load
- k) NPLV
- l) Refrigerant
- m) Operating Compressor Speed (RPM)
- n) Type of Drive
- o) Method of capacity control

2 COMPRESSOR MOTOR :

- a) Motor Manufacturer
- b) Type
- c) HP
- d) Electrical Characteristics
- e) Method of Starting
- f) Class of Insulation
- g) Starter Manufacturer
- h) Full Load Current (Amps)
- i) Starting Current (Amps)
- j) Locked Rotor current (Amps)

3 CHILLER :

- a) Model
- b) Type (Direct Expansion/Flooded)
- c) Number of Tubes
- d) Tubes materials and gauge
- e) Tube dia (mm. OD)
- f) Water flow rate (US GPM)
- g) Water temperature IN (F.)
- h) Water temperature OUT (F)
- i) Fouling factor (Sq.ft. hr F/BTU)
- j) Pressure Drop (FT OF WATER)

4 CONDENSER :

- a) Model
- b) Number of Passes
- c) Tubes materials and gauge
- d) Tubes dia
- e) Water flow rate (US GPM)
- f) Water temperature IN (F)
- g) Water temperature OUT (F)
- h) Fouling factor (sq.ft. hr F/BTU)
- i) Heat rejection
- j) Pressure Drop (Ft of water)
- k) Sub cooling F

5. VARIABLE FREQUENCY DRIVE

- a) Manufacturer
- b) Method of cooling
- c) Electro Magnetic Compatibility Rating

MAHINDRA WORLD CITY, JAIPUR
TENDER FOR SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS
LIST OF APPROVED MAKES OF MATERIAL

Details of equipment/material	Manufacturers Name
Centrifugal Water Chilling Units	York International Carrier Trane Kirloskar Chillers P. Ltd Daikin McQuay

We have noted the above and confirm that our tender is based on the approved makes indicated above

Signature of Tenderer

MAHINDRA WORLD CITY, JAIPUR**TENDER FOR SUPPLY OF CENTRIFUGAL WATER CHILLING UNITS****SCHEDULE OF QUANTITIES****Note :**

1. Site is situated in SEZ. Rates to be quoted shall be exclusive of all taxes and duties, CIF-Delhi dry port / Ex-site

SNO. DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<p>1. Centrifugal type, open / semi-hermetic, water-cooled</p> <p>Water Chilling Machine of 600 TR capacity comprising of centrifugal compressor with open/hermetic motor, suitable for operation on 400 ±10% volts,3-phase, 50 cycles power supply with a insulated shell and tube type chiller, shell and tube type water- cooled condenser ,vibration isolation mountings, refrigerant piping and system control wiring complete with accessories as required, automatic and Safety controls along with microprocessor control panel and variable frequency drive as per specifications and including variable frequency drive .The chiller package shall be installed on a fabricated mild steel frame assembled to form a compact assembly.</p> <p>DUTY:</p> <p>Chilled water leaving temp - 44F (6.6 C) Chilled water entering temp- 54 F (12.2 C) Condenser water entering temp - 89 F (31.7 C) Condenser water leaving temp - 98 F (36.6C) Chiller Fouling Factor - 0.0001msq.h.C/kcal Condenser Fouling Factor- 0.00015 msq.h.C/kcal Refrigerant - R134a IKW - NOT EXCEEDING 0.7/TR</p>				
	3 nos	each		
TOTAL			US\$ / Rs.	