



TIDEL PARK COIMBATORE LIMITED
(A JV of TIDCO, ELCOT, TIDEL & STPI)

**INFORMATION TECHNOLOGY PARK BUILDING COMPLEX AT ELCOSEZ,
VILANKURICHI VILLAGE, COIMBATORE – 641 014**

VOLUME – I
Technical Bid

Tender for Water Supply from Private Source

Tender No: TPCL/O&M/2017/04

Due Date for Submission: On or before 27.07.2017 before 3.00 p.m.

TO BE SUBMITTED TO:

THE COMMITTEE OF DIRECTORS (OPERATIONS)

TIDEL Park Coimbatore Ltd.

ELCOSEZ, Aerodrome Post,

Coimbatore - 641 014

CIN.NO:U45209TN2007PLC064060

Phone: 0422-2513604, Fax: 0422-2513609

E.mail : tpcl@tidelpark-coimbatore.com, Website: www.tidelpark-coimbatore.com

TENDER SUBMITTED BY:

Name of the Company	
Name of the Authorized Person	
Signature of the Authorized person	
Date	
Phone No.	

JULY 2017

TIDEL PARK COIMBATORE LTD.
ELCOSEZ, AERODROME POST, COIMBATORE – 641 014

(Tender Notice No. TPCL/O&M/2017/04)

Volume – I

TENDER FOR SUPPLY OF WATER FROM PRIVATE SOURCE

(CONDITIONS OF CONTRACT, SPECIAL CONDITIONS, SCOPE OF WORK AND PRE-QUALIFICATION CRITERIA)

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I- TENDER NOTICE

**Tender Notice has been released in the New Indian Express and Daily
Thanthi on 7.7.2017 and copy is reproduced below:**



TIDEL PARK COIMBATORE LTD. (TPCL)
(A JV of TIDCO, ELCOT, TIDEL & STPI)
CIN No.U45209TN2007PLC064060
ELCOSEZ, Aerodrome Post, Coimbatore - 641 014.
Ph: 0422-2513604, Fax: 0422-2513609, Web: www.tidelpark-coimbatore.com
E-mail: tpcl@tidelpark-coimbatore.com, md@tidelpark-coimbatore.com

TENDER FOR SUPPLY OF WATER FROM PRIVATE SOURCE
(Tender No: TPCL/O&M/2017/04)

TPCL invites tender from contractors to supply water to IT Park (One Lakh Litres per day of Potable Quality) for One Year from private sources. Tender Document can be purchased by Demand Draft for ₹1,050/- (Rupees One Thousand and Fifty Only). The sealed Tender should reach the undersigned **on or before 3.00 p.m on 27-07-2017**. TPCL reserves right to accept / reject any one / all tenders without assigning any reason thereof.

DIPR/3009/TENDER/2017 **Committee of Directors (Operations)**

II – Contract Data

Tender No.	TPCL/O&M/2017/04
Earnest Money Deposit Amount	Rs.15,000/- (Rupees Fifteen Thousand only) by Demand Draft drawn in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalised or Scheduled Banks.
Cost of Tender Document	Rs.1,050/- (Those who download the tender documents from website have to pay cost by Demand Draft in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalised or Scheduled Banks)
Period of Supply	1 Year
Issue of Tender Document	Begins on 07-07-2017 & will close on 27-07-2017 (Issue / Sale during working hours on all working days except on Saturday/Sunday and Holiday).
Place of sale /issue of Tender document	TIDEL Park Coimbatore Ltd., ELCOSEZ, Civil Aerodrome Post, Coimbatore 641 014, Tamil Nadu. Tender document can also be downloaded from website - www.tidelpark-coimbatore.com
Date, Time & Venue of Pre-bid Meeting	17-07-2017 at 3.00 PM @ TIDEL Park Coimbatore Ltd., I Floor, ELCOSEZ, Coimbatore – 641 014
Last date & time of Submission of Tender	27-07-2017 / 3.00 P.M.
Date & time of Opening of Tender (Technical Bid)	27-07-2017 / 4.00 P.M.
Tender Validity	90 Days from the date of opening of Tender

TIDEL PARK COIMBATORE LTD**Volume – I****III. TENDER CONDITIONS – General****NOTICE INVITING TENDER**

TIDEL Park Coimbatore Limited (hereinafter referred as TPCL) is inviting sealed Tenders to supply Potable water of good quality acceptable to TPCL with minimum quantity of Fifty Thousand litres/day from Private sources to IT Park located in ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 as per the terms and Conditions of Tender for the period of One Year from the date of issue of LOA. The companies / contractors who have downloaded the document from website, are requested to pay the cost of tender document by DD for Rs.1050/- infavour of TIDEL Park Coimbatore Ltd., payable at Coimbatore, along with EMD while submission of Bids

The Tender document consists of two parts.

1. Volume-I - Tender Conditions & special conditions (Technical Bid)
2. Volume- II - Price Bid

The Volume-I of the tender document shall be signed and submitted along with covering letter, enclosures as defined elsewhere, and a Demand Draft for Rs 15,000/- (Rupees Fifteen Thousand only) in favour of TIDEL Park Coimbatore Limited payable at Coimbatore towards Earnest Money Deposit and enclosed in a separate sealed cover. The cover shall be superscribed “Water supply from Private source to TIDEL Park Coimbatore Limited Volume I”.

The Volume-II i.e. Price Bid shall be enclosed in the same way in another separate sealed cover superscribed as “Volume II-Price Bid”. The rate shall be quoted in BOQ to enclose in the Price Bid. The work will be awarded to the respective Lowest Bidder. TPCL reserves right to accept / reject any one / all tenders without assigning any reason thereof.

Both the covers containing Volume-I (Cover- I) and Volume-II (Cover II) separately shall be enclosed in another outer cover clearly mentioning the name of work, name of the bidding company, due date etc and superscribed “Water Supply from Private source to TIDEL Park Coimbatore Ltd.” on or before **27.07.2017 at 3.00 p.m.**

SIGNATURE OF THE TENDERER(S)

The tender documents shall be initialed / signed on all the pages by the authorized signatory along with the seal of the company.

All the documents/supporting documents etc. shall be submitted duly attested, if there are any corrections.

Technical bid Volume I with valid EMD (only in the form of Demand Draft) shall be considered for further evaluation. The bids without EMD in the form of DD shall be treated as non-responsive and will not be considered for further evaluation.

TIDEL Park Coimbatore Ltd. has the right to reject any tender that does not comply with the above procedure and stipulations.

Validity:

The quote shall be valid for a period of 90 days from the date of opening of the bid.

Price:

The quoted rate shall be firm including all cost and transportation of water taxes and duties applicable during the contract period freight, insurance etc. Escalation of price in any manner will not be accepted during the agreement period.

Delivery and Completion Period:

TPCL may at its discretion cancel the LoA and take further appropriate action if the contractor is not fulfilling the obligation of supplying enough quantity of water required by TPCL.

TPCL will organize to get the adequate quantity of water by utilizing other agencies, if the contractor fails to supply the required quantity of water as informed by TPCL. The difference in cost will be recovered from the contractor.

Earnest Money Deposit (EMD):

An EMD of Rs. 15,000 /- (Rupees Fifteen Thousand Only) has to be enclosed along with technical bid (Vol -I) in the form of DD drawn in favour of TIDEL Park Coimbatore Ltd. EMD of unsuccessful bidders shall be returned within 30 days on finalisation of contract with the successful bidder. In the case of successful bidder, TPCL will refund the EMD after the submission of security deposit by the successful tenderer within 30 days.

SIGNATURE OF TENDERER(S)

Security Deposit:

The successful bidder has to pay within 7 days on the receipt of LOA an amount of Rs.50,000/- (Rupees Fifty Thousand Only) towards Security Deposit in the form of Demand Draft in favour of “TIDEL Park Coimbatore Ltd.”, while executing the agreement. The above amount will not bear any interest. The Security Deposit will be forfeited if the contractor fails to fulfill the obligations during the contract period. A draft Articles of Agreement is enclosed in Annexure – A. The contractor has to sign the agreement within 10 days from the date of issue of LoA. This Security deposit will be refunded after successful completion of contract period within 30 days

TPCL reserves the right to cancel any or all the bids without assigning any reasons therefor. Further, TPCL reserves the right to engage one or more agencies for the same nature of work.

Bid Opening:

Vol. - I will be opened in the presence of bidders choose to be present, on 27.07.2017 at 4.00 P.M. The price bid (Volume - II) of only the qualified bidders will be opened on a subsequent date. The date of opening of price bid will be intimated to the qualified bidders.

All correspondence shall be addressed to

The Committee of Directors (Operations)
TIDEL Park Coimbatore Ltd.
ELCOSEZ, Aerodrome post
Coimbatore – 641 014
Ph: 0422-2513604, Fax: 0422-2513609

SIGNATURE OF TENDERER(S)

TIDEL PARK COIMBATORE LTD**TENDER****IV. Special Conditions**

NAME OF WORK: Water Supply from Private Source to IT park Constructed by TIDEL PARK COIMBATORE LTD located in ELCOSEZ, Aerodrome Post, Coimbatore – 641 014, for the period of One Year

Tenders are invited for the supply of water from Private sources with the following specifications and conditions:

1. Specification:

Supply of potable water from Private water sources including cost of water, hire charges for tankers, filling, transporting and unloading the water at TIDEL PARK COIMBATORE LTD at ELCOSEZ, Aerodrome Post, Coimbatore -641 014 . The rate is all inclusive subject to condition that the supply of quality water at TPCL will only be recognized and measured.

2. Quantity in litres and period of supply:

A maximum quantity of One Lakh litres per day or for a quantity as desired by TPCL has to be supplied as and when required and intimated to you by TPCL during the period of One Year on daily basis. TPCL will inform the requirements in advance.

- i. The minimum quantity (approx. 20,000 Lts.) to be supplied on regular basis and additional quantity to be supplied as and when informed by TPCL.
- ii. The contractor shall have minimum two tankers and water source at his disposal so as to supply a minimum quantity of Fifty Thousand litres of water per day or the quantity specified by TPCL as and when required by TPCL.

SIGNATURE OF THE TENDERER(S)

Terms and Conditions

a. Pre-qualification

Sl.No	Pre-qualifications	Documents required
1	The Contractor shall have minimum two tankers and water source at his disposal so as to supply a minimum quantity of Twenty Thousand litres of water per day as and when informed by TPCL	RC copies of minimum two Tankers of good working condition, Agreement/ Documents in proof of water source and statutory approval for the same.
2	Contractor should have supplied water under similar arrangements for a period of three months continuously to an organization/institution during any of the past three years (2014 -2017).	Certificate from clients or copy of work order for supply of minimum 1,00,000 litres per day for at least continuous period of three months to an organization/ institution.
3	Contractor should possess water test certificate for potability condition for his water source.	Water test certificate for the Private water source, obtained from recognized institution on monthly basis to be submitted to TPCL.

b. Contract Period:

The contract period is for One year from the date of LoA. The contract period may be increased or reduced by TPCL by written notice. TPCL has right to terminate the contract at 24 hours notice without assigning any reasons.

c. Tanker:

- i. Closed elliptical water tankers will only be allowed. Extra steel plate should be provided over the top surface of the tank to avoid spilling of water while the vehicle is plying on the road. Ladder should be provided in the rear side of the tank.
- ii. The tanker of ,9000 litres / higher capacity or with marginal variation of 9,000 litres alone will be considered.
- iii. The gross weight of the tanker including 9,000 litres of water filled therein should not exceed the registered laden weight (RLW) prescribed in the RC book of that particular vehicle.

d. The quoted rate shall be firm throughout the contract period inclusive of all taxes and expenses if any. Escalation of rates will not be considered under any circumstances.

e. The contractor shall observe, perform, comply and shall carry out to complete the works in every respect to the full satisfaction of TIDEL Park Coimbatore Ltd. or its authorized agency.

f. TIDEL Park Coimbatore Ltd. or their authorised agency shall have the right of access to the water sources and other places to inspect the water quality if necessary.

5. Ownership:

The contractor should either Own the vehicle or should have valid agreement entitling him to use the vehicle. Documentary evidence should be enclosed. The contractor should not use the vehicle registered before the year 2005.

6. Licences:

Driving crew with valid Heavy vehicle Driving License shall observe all statutory rules and regulation including traffic rules. Possessing necessary statutory licenses/approvals in respect of drawing of water from their Private source is the responsibility of the contractor and TPCL will not be held responsible in any manner for violations, if any by the driving crew or by the contractor in these regards.

7. Discipline:

- i) The contractor is fully responsible to the TIDEL Park Coimbatore Ltd. for perfect discipline and good conduct of the driver/cleaner who should function without giving room for any complaint whatsoever. The contractor should change the driver/cleaner if ordered to do so and decision by TPCL in this regard shall be final and shall not be questioned by the contractor.
- ii) The water tanker should be run within the speed limit as prescribed in traffic rules.

8. Damage:

The contractor will be responsible for all liabilities due to accidents or damage caused to properties including loss of life of any public or employees in TIDEL Park Coimbatore Ltd or Contractor's employee and if required, such amount may be deducted from the bill amount payable to the contractor. The tankers should have valid insurance and it is Contractor's responsibility to ensure this

9. Leakage:

- i) The tanks mounted on the chassis and all connected pipes, pumps, valves etc., should be free of leaks. The contractor at his cost should rectify any leak that develops during the contract period immediately.

- ii) The container should at all time be kept neat and clean. The valves provided in the tanker should be watertight and make of the valves fitted should be of standard one and with ISI mark. The tankers should have internal baffles to avoid water surge (2 baffles will be necessary)
- iii) If the tanker is noticed to be in operation with leaking condition, the vehicle will be stopped immediately and will be allowed for operation only after rectification of leak. If the leak occurred frequently, the transporter should replace the tank otherwise the vehicle will be stopped from operation by cancelling the contract.

10. Separate Contract:

TPCL reserves the right to let other contracts in connection with the work under similar general condition, in case the contractor fails and neglects supply of water within the period specified in the order. The supply of water shall be carried out at their risk and cost without any notice to the contractor, and any excess cost incurred due to engaging alternate agency shall be recovered from the bills, security deposit or any other amount due to the contractor. The contractor shall be liable for all charges and expenses that may be sustained or incurred by the TIDEL Park Coimbatore Ltd, for not carrying out the work on the part of the contract. The contract is non-exclusive and TIDEL Park Coimbatore Ltd, reserves right to appoint additional contractor to meet the water requirement.

11. Insurance:

All insurance covers such as Comprehensive All Risk Policy, Policy to cover workman compensation, Third Party Liability etc., shall be the responsibility of the Contractor.

12. Safety Code:

All Safety precautions shall be taken during execution of work and all safety rules shall be strictly complied with.

13. Labour Regulations:

All formalities as to labour regulations such as registration with department of labour, compliance with statutory rules and regulations of organizations such as Employees Provident Fund, ESI etc. shall be followed and complied well in time. TPCL shall be kept indemnified from any liabilities on these accounts.

14. Statutory Approvals:

All approvals from competent authorities such as Municipal, Local Authorities, Labour Officers etc. and other Statutory Authorities Royalty if required shall be arranged by the contractor at his cost.

15. Payment Terms:

Payment for supplying of water shall be made in every 30 days for the actual quantities received at TPCL subject to the following.

- a) The contractor has to submit to TPCL the invoice along with the delivery challan duly acknowledged with the TPCL's Security Seals on the back side, or the authorized agency of TPCL who will certify the bills within 14 (seven) days of submission of bill by the Contractor.
- b) TDS/ Work Contract Tax and any other applicable tax deductions shall be made in the bills.
- c) The contractor is not eligible to receive any Advance payment against supply and transportation of water.

16. Quality Assurance:

Good quality of potable water as per ISI standards shall be ensured to the full satisfaction of TPCL/ their authorised agents. Any discrepancies with reference to the, quality of the water TPCL has full right to reject the same, and for which contractors is not eligible to claim any payment against the same.

SIGNATURE OF THE TENDERER(S)

V. Details about the Company

1. Name of the Bidding Company :

2. Constitution of the Company
(Proprietary/Partnership/ Pvt. Ltd.
Company) and it's Registration No :

3. Address :

4. Telephone No., Fax No. &
E-mail address /Mobile No :

5. Contact Person :

6. PAN No :

7. Sales Tax No :

8. Service tax No :

Note: Tender without the above details will be rejected.

Signature of the Bidder with Office seal

ANNEXURE-A

VI. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on this ____ day of _____ between the TIDEL Park Coimbatore Limited (a company incorporated under the Companies Act of 1956) having its Office at First Floor, TIDEL Park Coimbatore Ltd., ELCOSEZ, Aerodrome Post, Coimbatore.641 014 represented by its General Manager (Finance) Thiru. _____ (Hereinafter called “the Owner”) of the one part and _____ of the other part whose office situated at _____ (Hereinafter called “The Contractor”).

WHEREAS the Owner issued a Tender Notice on _____ in _____ and _____ inviting Tenders for the work.

WHEREAS the Contractor has obtained from the Owner the Tender Documents for the above Tender in Volume-I and II containing, inter alia, the Tender Form, Conditions of Contract, Special Conditions, Scope of work and Pre-qualification and Schedule of Quantities (“the Documents”)

WHERE AS the final offer of the Contractor vide letter dated _____ was accepted by the Owner, after negotiations and issued a Letter of Award on _____.

AND WHEREAS the said documents numbered as per list attached to the tender document covering conditions, the specifications and the Schedule of Quantities initiated by TIDEL PARK COIMBATORE LIMITED have been signed by or on behalf of the parties hereto.

WHEREAS the Owner is desirous of procuring Water from the Contractor’s Private sources for TIDEL Park Coimbatore Limited (hereinafter called “the Work”) and has caused documents and Schedule of Quantities showing and describing the work to be done after referred to as the Contract Documents”) and issued the aforesaid Letter of Award.

WHEREAS the Contractor has paid an amount of Rs. _____ (Rupees _____ only) as an interest free security deposit as Performance Bond, which will be returned after the conclusion of the contract period. The Contractor agrees that this security deposit will be forfeited if the Contractor fails to fulfill the contractual obligations during the contract period.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed to the contract document carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.
2. The Owner will pay the Contractor the said contract amount as per the Contract sum or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Condition and perform the agreements on their parts respectively in such Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of this Contract. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract for supply of potable water from Private sources to the Owner and the payment for such supply is to be made based on actual quantity of water supplied and accepted by the Owner at the agreed rates.
5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the provision of Private Water Supply from Contractor's Private sources at filling points for TIDEL Park Coimbatore Limited in the manner laid down in the said Conditions till the completion of the contract period.
6. The Owner reserves to itself the right to alter the quantity of water required on the scope and the Contractor shall not be entitled to any compensation or claim due to such charge(s) / Order (s) by the Owner.
7. The Contractor will only be paid for the actual quantity of water supplied and accepted by the Owner at the accepted unit rates. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence water supply from _____ as provided for in the said Conditions and to continue the supply during stipulated contract period of One Year.

8. All payments by the Owner under this contract will be made only at Coimbatore in Indian Rupees and shall be within 14 (Fourteen days) from the receipt of correct invoice by Owner (Every 15 Days), subject to bills being in complete shape and in the accepted format.
9. The final payment will be made after 3 months after completion of contract and due verification of final bill with all necessary supporting documentation, such as handing over of documents and materials, if any to the Owner and satisfactory performance during the contract period.
10. On any dispute or difference whatsoever arising between the parties out of / or relating to the meaning, scope, operation or effect of this Contract of the validity or the breach thereof, the parties shall first endeavor to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable, but not earlier than 3 months given to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The dispute or difference shall be referred to the sole Arbitration of the Chairman of TIDEL Park Coimbatore Ltd. or his nominee including any officer of TIDEL Park Coimbatore Ltd. nominated by him and the CONTRACTOR shall not raise an objection to such Arbitration on the ground that the Arbitrator is an officer of the Owner and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this Agreement.
11. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Coimbatore Tamil Nadu, India only.
12. The contractor shall be an independent contractor for all purposes under this Agreement.
13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Owner and the Contractor have set their hands to these presents through their duly authorized officials on the day, month and year first hereinabove written.

**SIGNED AND DELIVERED by the
Hand of _____**

**SIGNED AND DELIVERED by the
Hand of _____**

**Designation: General
Manager(Finance)**

Designation: _____

Address:
TIDEL Park Coimbatore Limited
ELCOSEZ,
Aerodrome Post
Coimbatore – 641 014

Address:

WITNESSES:

1. Signature :
Occupation :
Address :

2. Signature :
Occupation :
Address :