

	<p><b>TIDEL PARK COIMBATORE LIMITED</b> (A JV of TIDCO, ELCOT, TIDEL &amp; STPI) CIN U45209TZ2007PLC029653</p>
<p><b>INFORMATION TECHNOLOGY PARK AT ELCOSEZ, VILANKURICHI ROAD, COIMBATORE – 641 014</b></p>	
<p><b>VOLUME – I</b> <b>Technical Bid</b> <b>(Technical Bid-Conditions of contract, Special conditions, Scope of work &amp; prequalification)</b></p>	
<p><b>TENDER FOR SUPPLY OF WATER FROM PRIVATE SOURCE</b></p>	
<p><b>Tender No: CIV-13011(11)/1/2025</b></p>	
<p><b>Due Date for Submission: On or before 22.01.2025 before 3.00 p.m.</b></p>	
<p><b>January 2025</b></p>	

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

**(Tender Notice No. CIV-13011(11)/1/2025)**

**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**

	<p><b>TIDEL PARK COIMBATORE LTD. (TPCL)</b> (A JV of TIDCO, ELCOT, TIDEL &amp; STPI) CIN No. U45209TZ2007PLC029653 Module No.101/A, ELCOSEZ, Aerodrome Post Coimbatore – 641 014 Ph:0422-2513604, Fax:0422-2513609, Web:www.tidelcbe.com E-mail: coo@tidelcbe.com, info@tidelcbe.com</p>
<p style="text-align: center;"><b>Tender No: CIV-13011(11)/1/2025</b></p> <p style="text-align: center;"><b>TENDER FOR SUPPLY OF WATER FROM PRIVATE SOURCE</b></p> <p>TPCL invites sealed Tender from contractors for Supply of Potable Water to IT Park for Two years from private sources. Tender document can be downloaded from TPCL website or can be received from TPCL on any working days from 06.01.2025 between 10.00 am and 5.00 pm. The sealed tender should reach the under signed on or before <b>3.00 p.m on 22.01.2025</b>. TPCL reserves right to accept / reject any one / all tenders without assigning any reason thereof.</p> <p style="text-align: right;"><b>Chief Operating Officer</b></p>	

For more details please contact:**8754461940**

**II – Contract Data**

1)	Tender No.	<b>CIV-13011(11)/1/2025</b>
2)	Name of the work	Supply of water from private source
3)	Issue of Tender Document	<b>Begins on 06.01.2025 &amp; will close on 22.01.2025</b> (Issue during working hours on all working days except on Sunday and Public Holidays).
4)	Place of issue of Tender document and submission of bids	TIDEL Park Coimbatore Ltd., ELCOSEZ, Civil Aerodrome Post, Coimbatore 641 014, during office hours. Tender document can also be downloaded from website: <a href="http://www.tidelcbe.com">www.tidelcbe.com</a>
5)	Date, Time & Venue of Pre-bid Meeting	<b>10.01.2025 at 3.00 PM</b> at TIDEL Park Coimbatore Ltd., I Floor, ELCOSEZ, Coimbatore – 641 014.
6)	Last date for bid submission	<b>22.01.2025 / 11.00 P.M</b>
7)	Venue of opening of Techno Commercial and Financial Bid	TIDEL Park Coimbatore Ltd., I Floor, ELCOSEZ, Coimbatore – 641 014
8)	Date of opening of Technical Bid	<b>22.01.2025/ 4.00 P.M</b>
9)	Date of commencement of work	Seven days from issue of LoA
10)	Date of signing of agreement	Seven days from issue of LoA
11)	Period of Contract	2 Years from the date of commencement
12)	Document Cost	NIL
13)	Earnest Money Deposit	Rs.7,500/- (Rupees seven Thousand Five Hundred only) by Demand Draft drawn in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalised or Scheduled Banks.
14)	Tender Validity	90 days from the date of opening of price bid
15)	Security Deposit	Amount of Rs.75,000/- (Rupees Seventy-Five Thousand only) towards interest free security deposit in the form of Demand Draft in favour of "TIDEL Park Coimbatore Ltd.", while executing the agreement.

### III. TENDER CONDITIONS

#### **NOTICE INVITING TENDER**

TIDEL Park Coimbatore Limited (hereinafter referred as TPCL) invites sealed Tenders for supply of Potable water of good quality acceptable to TPCL with minimum quantity of Twelve Thousand litres only to be supplied three days per week from Private sources to IT Park located in ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 as per the terms and Conditions of Tender for a period of Two Years from the date of issue of LOA.

The Tender document consists of two parts.

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

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 7,500/- (Rupees Seven Thousand Five Hundred 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".

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.

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 22.01.2025 at 3.00 p.m.**

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.

TPCL will adopt a comprehensive methodology for evaluating the tenders received for the said works. The Tenderer who submits the lowest bid without any conditions and who confirms to the tender conditions in totality without any deviation and accepts to complete the said works will be given the highest preference, subject to there being no disproportionately low rates quoted by the lowest Tenderer for any of the items.

In case, two or more technically qualified bidders quote the same amounts in the Financial Bid, which is the Lowest (i.e. L1), then the tender would be awarded based on the following:

1. By taking into account the qualification score of each tenderer from the first stage and tenderer with higher score shall be adjudged the successful Tenderer/Lower Tenderer.
2. By asking the two tenders to provide their best and final offer of the financial bid in a sealed cover and the tenderer offering the most advantageous financial bid shall be adjudged the successful tenderer/ lower tenderer.
3. In case, a tie still persists after above(i) and (ii) the sealed tender shall be identified by draw of lots, which shall be conducted, with prior notice in the presence of the tied tenders or their representatives who choose to be present.

**Validity:**

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

**Price:**

The quoted rate shall be firm throughout the contract period (including all cost of water, hire charges for tankers, filling, transporting through tanker lorry and unloading the water at TIDEL Park Coimbatore Ltd. sump, Insurance, etc.,). No extra claims shall be entertained on account of above factors.

**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 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. 7,500 /- (Rupees Seven Thousand Five Hundred Only) in the form of DD drawn in favour of TIDEL Park Coimbatore Ltd has to be enclosed along with technical bid (Vol.-I). EMD of unsuccessful bidders shall be returned 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 and execution of agreement by the successful tenderer. The EMD will not carry any interest.

MSME bidders are eligible for EMD exemption in terms of Rule 170 of GFR (General Financial Rule). MSME bidder should submit MSME certificate along with tender document.

**The Earnest Money Deposit made by Tenderer will be forfeited:**

- i. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii. If he revises any of the terms quoted during the validity period.
- iii. If he violates any of the conditions of the Tender specification.
- iv. If, the documents furnished with the offer are found to be bogus or the documents contain false particulars.
- v. If, the successful tenderer fails to execute the agreed contract / agreement.
- vi. If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TIDEL Park Coimbatore Ltd.
- vii. Undue delay in submission of security deposit
- viii. Under no circumstances, earnest money deposit shall be accepted in the form of fixed deposit receipts of Bank or Insurance guarantee or cheque.

**Rejection of Tender**

Tender will be summarily rejected if,

- i) Received with EMD in any other mode of payment other than Demand Draft.
- ii) Not accompanied with attested copies of evidences for meeting the bid qualification requirement
- iii) Does not meet Bid Qualification Requirement.
- iv) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) Price is indicated in Technical bid
- vi) Incomplete and evasive offer.
- vii) Not in the prescribed Form & Procedure

**Security Deposit:**

The successful bidder has to pay within 7 days on the receipt of LOA an amount of Rs.75,000/- (Rupees Seventy-Five 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 placed as Article IX. The contractor has to sign the agreement within 7 days from the date of issue of LoA. This Security deposit will be refunded after successful completion of contract period.

**Quotation of Rates**

- i. Rates should be quoted figures i.e., integers only.
- ii. Quoted should be lump sum price only
- iii. Tender, which is incomplete, obscure or irregular will be rejected.
- iv. The tender offer shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.
- v. Tenderers shall bear all costs associated with the participation in the Tender and TIDEL Park Coimbatore will in no case be responsible or liable for these costs.
- vi. No bid shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender.
- vii. TIDEL Park Coimbatore reserves the right to carry out negotiation with the L1 tenderer after opening of price bid.

**Final Decision-Making Authority**

TIDEL PARK COIMBATORE LTD. reserves the right to accept or reject any of the applications / tender(s) without assigning any reasons thereof. TPCL reserves the right to increase or decrease the supply of potable quality water and award the supply to one or more agencies and as deemed necessary by TPCL, decision of TPCL is final and binding.

All tenders, documents and other information submitted by the bidders to TPCL shall become the property of TPCL. Bidders shall treat all information furnished as strictly confidential. TPCL will not return any submission.

**Bid Opening:**

Vol. - I will be opened in the presence of bidders choose to be present, **on 22.01.2025 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 Chief Operating Officer  
TIDEL Park Coimbatore Ltd.**  
Module No.101/A, First Floor  
ELCOSEZ, Aerodrome post  
Coimbatore – 641 014  
Ph: 0422-2513604



**IV. General Conditions:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender.
2. The tender form must be filled in English. If any of the documents is missing, or unsigned, TPCL, in its discretion may accept / reject the tender. All the pages of tender including Prebid clarification are to be signed and submit. Missing of any pages will lead to rejection of tender at initial stage itself. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
3. In case any tenderer asks for a clarification on the tender documents before the date of submission TIDEL Park Coimbatore will clarify the same.
4. If any tenderer raises clarifications after the opening of the tender, the clarification issued by TIDEL Park Coimbatore will be final and binding on the Tender.
5. All compensation or other sums of money payable by the Contractor to TPCL under the terms of this Contract may be adjusted/deducted either from payment of amount due or by call of Security Deposit if the amount due is not sufficient or such adjustment and the contractor fails to make good in cash, the amount within 10 days of intimation to do so by TPCL.
6. The Contractor shall not assign the Contract to any Sub-Contractor. No portion of the Contract shall be given on subcontract except with the written consent of TPCL. Such consent shall be given only for works of extra-ordinary nature and the same shall be provided by the contractor to the satisfaction of TPCL. In case of breach of these conditions, TPCL may serve a Notice in writing to the Contractor / rescinding the Contract whereupon the Security Deposit shall stand forfeited to TPCL, without prejudice to its other remedies/rights against the Contractor.
7. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Documents and must inspect the site of the work and acquaint himself with all local and site conditions, means of access to the job, nature of the job, and the availability of any infrastructure and all matters appertaining thereto. Ignorance of the site conditions or the nature and details of existing contract or the specifications of any work falling within the ambit of the Contractor shall not be accepted by TPCL as a basis for any claim for compensation.
8. The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfillments of the local/public authorities, statutory approvals and to the requirements of TPCL and no deviation on any account will be permitted.

9. The total rate quoted will be considered for the purpose of deciding the competitive tender.
10. While making the tender, the tenderer should keep his rates firm till the completion of the work/end of the contract period and no price variation therefor shall be considered for any reason whatsoever.
11. The Contractor shall strictly comply with the provision of safety code. The Contractor shall keep TPCL fully indemnified against any claims or liabilities arising out of Contractor's lapse in safety practices.

**V. SPECIAL CONDITIONS****1. Contract Period:**

The contract period is **for Two year from** the date of Commencement. The contract period may be increased or reduced by TPCL by written notice.

**2. 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 12,000 litres / higher capacity or with marginal variation of 12,000 litres alone will be considered.
- (iii) The gross weight of the tanker including 12,000 litres of water filled therein should not exceed the registered laden weight (RLW) prescribed in the RC book of that particular vehicle.
- (iv) The quoted rate shall be firm throughout the contract period inclusive of all expenses if any. Escalation of rates will not be considered under any circumstances.
- (v) 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.
- (vi) TIDEL Park Coimbatore Ltd. or their authorized agency shall have the right of access to the water sources and other places to inspect the water quality if necessary.

**3. Ownership:**

The contractor should either own the vehicle/water sources or should have valid agreement entitling him to use the vehicle and water sources. Documentary evidence should be enclosed. The contractor should use vehicles in good condition and should have valid registration and Fitness certificate (FC).

**4. 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.

**5. Discipline:**

- i) The contractor is fully responsible to 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.

**6. 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, the quantum of damages 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

**7. 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.

**8. 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 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 the right to appoint additional contractors to meet the water requirement.

**9. 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.

**10. Safety Code:**

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

**11. 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.

**12. 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.

**13. Payment Terms:**

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

- a) The contractor has to submit to TPCL the invoice along with the delivery challan duly acknowledged with the Seal of TPCL's Security or the authorized agency of TPCL on the back side, who will certify the bills within 14 (seven) days of submission of bill by the Contractor.
- b) TDS 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. TPCL is exempted from GST.

**14. 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.

**15. Termination of the Agreement**

During the currency of this agreement, TPCL shall have the right to terminate this agreement for the following reasons:

- i. For administrative reasons - Two-months notice period
- ii. Non satisfactory performance - 30 days' notice period

For this purpose, TPCL shall be the sole Judge to decide whether the performance of the Contractor is satisfactory or not and such decision of TPCL shall be final, conclusive and binding on the Contractor and the Contractor shall not be entitled to any compensation in this regard. In the event of non-compliance of legal requirements Contractor shall be liable for all the costs and consequences.

**16. Disputes: "Arbitration"**

a. All disputes, differences or claims of any kind whatsoever arising out of or relating to, this agreement, or its validity, construction, breach or performance between the parties to the Agreement shall be finally settled through Arbitration. However, the parties shall first endeavor to settle the same amicably in a spirit of co-operation.

(i) The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date.

(ii) The arbitrator shall be appointed by the Chairman of the Company and Company shall ensure that Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon.

(iii) The arbitration hearing and all proceedings in connection therewith shall take place in Coimbatore and the language of the arbitration shall be English.

(iv) The arbitration award shall be final and binding on the parties, and shall be enforceable in any competent court of law and the parties agree to be bound thereby and to act accordingly. The rights of the parties shall remain suspended in relation to matters which are being arbitrated. Each party shall bear its own costs for the arbitration and any attorney's fees, unless declared otherwise by the arbitral award.

(v) The Courts in Coimbatore shall have exclusive jurisdiction to try any and all disputes arising out of this agreement, including the Arbitration Agreement.

b. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Coimbatore only.

### **17. Withdrawal of Contract Services in between the Contract Period**

If the Contractor withdraws Services provided to the owner before the completion of contract period, CONTRACTOR has to pay one month water bill of minimum required quantity by TPCL as penalty and Security Deposit given by the Contractor will be revoked by TPCL. However, the contractor has to issue 3-month notice to terminate the contract.



**VI. Scope of work**

- i. Supply of potable water from Private water sources to TIDEL PARK COIMBATORE LTD. at ELCOSEZ, Aerodrome Post, Coimbatore -641 014.
- ii. A maximum quantity of Three lakhs Eighty Thousand (3.8 lakhs) 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 Two Year. TPCL will inform the requirements in advance.
- iii. The minimum quantity of 12,000 Lts to be supplied on weekly three days and additional quantity to be supplied as and when informed by TPCL.
- iv. The contractor shall have minimum Two tankers and water source at his disposal so as to supply a Maximum quantity of Three and half lakh litres of water per day or the quantity specified by TPCL as and when required by TPCL.
- v. Supply of potable water from Private water sources including cost of water, hire charges for tankers, filling, transporting through tanker lorry and unloading the water at TIDEL Park Coimbatore Ltd. sump, Insurance, etc.,
- vi. The rate is all inclusive subject to condition that the supply of quality water at TPCL will only be recognized and measure with water meter provided by TPCL.
- vii. Water test certificate for the Private water source, obtained from recognized institution/govt approved lab to be submitted to TPCL, whenever required.
- viii. The potable quality water should satisfy the parameters PH, TDS, TSS, Hardness etc., as per IS 10500-2012.
- ix. In case of water source is hired, location of sources should be indicated in the water test report and should satisfy the IS-10500-2012.
- x. Vehicles can be leased from the third party and if so, copy of the agreement for the leased vehicles should be produced to TPCL.

**VII. Pre-qualification**

<b>Sl.No</b>	<b>Pre-qualifications</b>	<b>Documents required</b>
1	The Contractor shall have minimum <b>Two tankers</b> and water source at his disposal or on hiring so as to supply a minimum quantity of Twelve Thousand (12,000) litres of water on weekly three days and capacity to supply maximum quantity of 3.8 Lakh ltr. per day.	<p>1. RC copies of minimum Two Tankers of good working condition and should have valid document including registration, fitness certificate (FC), insurance etc.</p> <p>2. Agreement/ Documents in proof of water source and statutory approval for the same.</p> <p>3. For hired tankers, copies of agreement to be attached for the entire contract period and for the hired vehicle, the bidder should ensure valid documents including registration, fitness certificate (FC), insurance etc. in order for the entire contract period.</p>
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 two financial years (2022 -2024).	Work completion Certificate from clients or copy of work order/purchase order for supply of minimum 25,000 liters per day for at least 3 months during any of last two years.
3	Should have annual turnover of minimum <b>Rs.2.5</b> Lakhs in water supply services by the Firm/Company in any one of the last three Financial Years from 2021-22 to 2023-24	Bidder has to enclose attested audited balance sheet / certified by Chartered Accountant/ Income Tax Return/Auditor certificate along with the tender document as proof.
4	Contractor should possess water test certificate for potability condition for his water source/hiring water sources Satisfying IS10500-2012	Water test certificate for the Private water source, obtained from recognized institution/govt approved lab to be submitted to TPCL as required.

**VIII. 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. GST No :

**Signature of the Bidder with Office seal**

**IX. ARTICLES OF AGREEMENT**

(The successful bidder has to execute a non-judicial stamp paper for a value of not less than Rs.100/-)

ARTICLES OF AGREEMENT made on this..... day of ..... 2025 between TIDEL PARK COIMBATORE LTD. having its registered office at Module 101/A, First Floor, ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 (Hereinafter called "TPCL") of the one part and

.....  
.....of the other part whose registered office is situated at ..... (Hereinafter called "The Contractor")

WHEREAS TPCL is desirous of procuring potable water from M/s.\_\_\_\_\_ (hereinafter called "the Work") at its IT Park in ELCOSEZ, Coimbatore and has caused documents along with description of work to be done.

The Contractor has informed that the Contractor is sufficiently equipped to carry out and possess extensive experience in the field of supply of potable water in accordance with the terms and conditions prescribed in this regard.

AND WHEREAS the following documents shall be deemed to form part of the tender document and be read and construed as part of the agreement viz:

- (i) Letter of Acceptance of contract
- (ii) General and standard terms and conditions
- (ii) Notice Inviting Tender
- (iii) Bill of Quantities
- (iv) Addendum, if any
- (v) Any other document forming part of the contract

AND WHEREAS the Contractor has furnished Demand Draft No.\_\_\_\_ dated\_\_\_\_\_ issued by \_\_\_\_\_ Bank \_\_\_\_\_ Branch for a sum of Rs.75,000/- (Rupees Seventy Five Thousand Only) as an interest free security deposit, which will be returned after the completion 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.

AND WHEREAS the Contractor has supplied TPCL with a fully priced offer for aforesaid services and has been selected and is willing to render the services as per requirement of tender and as desired by TPCL.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed 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 agreement and documents mentioned herein shall form the basis of this Contract.
3. This Contract is to carry out the work in respect of provision of Supply of Potable Water from Private Source to TIDEL PARK COIMBATORE LTD. and its services to be paid for according to actual supply done at the lump sum rates contained in the Vol.II or as provided in the said Conditions.
4. 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.
5. 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.
6. 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 Two Year.

7. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work within 7 days from LoA as provided for in the said Conditions and to perform the job during and within the stipulated contract period.
8. All payments by TPCL under this contract will be made only at Coimbatore in Indian Rupees and shall be within 14 days from submission of bills and/or invoice (monthly) including period of certification subject to bills and/or invoice being in complete shape and format to be mutually agreed.

The final payment will be made within a period one months after completion of contract and due verification of final bill with all necessary supporting document.

9. All disputes, differences or claims of any kind whatsoever arising out of or relating to, this agreement, or its validity, construction, breach or performance between the parties to the Agreement shall be finally settled through Arbitration. However the parties shall first endeavour to settle the same amicably in a spirit of co-operation. The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date. The arbitrator shall be appointed by TPCL and Company shall ensure that the Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon. The arbitration hearing and all proceedings in connection therewith shall take place in Coimbatore and the language of the arbitration shall be English.
10. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Coimbatore only.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

**If the Contractor is a partnership or an individual:**

IN WITNESS WHEREOF TPCL and the Contractor have set their respective hands to these presents and hereof the day and year first herein above written.

**If the Contractor is a Company:**

IN WITNESS WHEREOF TPCL has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first herein above written.

**Signature Clause:**

For and on behalf of the  
TIDEL PARK COIMBATORE LTD.

Name :

Designation :

Address : TIDEL PARK COIMBATORE LTD.  
ELCOSEZ, Aerodrome Post  
Coimbatore – 641 014

For and on behalf of the  
CONTRACTOR

Name :

Designation :

Address :

**WITNESSES :**

1. Signature :

Name :

Occupation :

Address :

1. Signature :

Name :

Occupation :

Address :