

# **TICEL BIO PARK LIMITED**

**CSIR ROAD, TARAMANI, CHENNAI – 600 113**

**TENDER FOR  
POTABLE WATER SUPPLY  
TO TICEL BIO PARK  
VOLUME – I**

**(CONDITIONS OF CONTRACT, SPECIAL CONDITIONS &  
PRE-QUALIFICATION CONDITIONS)**

**LAST DATE OF SUBMISSION: on or before 23.11.2017 on or before 3.00 PM**

**TO BE SUBMITTED TO:**

**The Managing Director  
TICEL BIO PARK LTD.  
CSIR ROAD, First Floor  
Taramani, Chennai 600 113  
Phone: 044-2254 2060/61/62  
Fax: 044-2254 2055  
E-mail: [md@ticelbiopark.com](mailto:md@ticelbiopark.com)**

**TENDER SUBMITTED BY:**

<b>Name of the Company</b>	
<b>Address</b>	
<b>Phone No.</b>	
<b>Fax No.</b>	
<b>Authorized Person</b>	

**NOVEMBER 2017**

# TICEL BIO PARK LIMITED

## Volume – I

### TENDER CONDITIONS – General

#### NOTICE INVITING TENDER:

TICEL BIO PARK LIMITED is inviting sealed Tender for providing Private Potable Water Supply from own sources to TICEL Bio Park Ltd for the period of one year from the date of issue of LoA.

- a) Cost of Tender Documents : Rs. 2,500/- (Inclusive of Tax)
- b) EMD for the work : Rs. 30,000/-
- c) Tender document available : 08.11.2017 to 22.11.2017
- d) Pre-Bid Meeting : 15.11.2017 @ 3.00 PM
- e) Last date of bid submission : 23.11.2017 on or before 3.00 PM
- f) Technical bid opening on : 23.11.2017 @ 4.00 PM
- g) Venue : TICEL Bio Park Ltd  
No.5, CSIR Road  
Taramani, Chennai – 600 113
- h) Start of Supply : 01.12.2017 onwards.

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 else where, and a **Demand Draft for Rs.30,000/- (Rupees Thirty Thousand Only)** in favour of TICEL Bio Park Limited payable at Chennai towards Earnest Money Deposit and enclosed in a separate sealed cover. The cover shall be superscribed “Water Supply to TICEL Bio Park Limited Volume – I”. If the documents are downloaded, cost of document in the form of DD must be submitted in a separate cover along with EMD.

**Signature of Tenderer(s)**

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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”

Both the covers containing Volume-I (Cover-I) and Volume-II (Cover-II), EMD, DD & Cost of DD it applicable 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 to TICEL Bio Park Limited” on or before 23.11.2017 at 3.00 PM.

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) and cost of document DD it applicable shall be considered for further evaluation. The bids without EMD & cost of document in the form of DD shall be treated as non-responsive and will not be considered for further evaluation.

**Validity:**

The quote shall be valid for a period of 120 days from the date of opening of the bid.

**Price:**

The quoted price shall be firm including material, manpower and all any other taxes and duties transport, insurance etc. Escalation of price in any manner will not be accepted during the agreement period.

**Delivery and Completion Period:**

TICEL Bio Park Limited may at its discretion cancel the LOA and take further appropriate action if the contractor is not fulfilling the obligation of supplying enough required quantity of water required by TICEL Bio Park Limited. TICEL Bio Park Limited will organize to get the adequate quantity by utilizing other agencies and the difference in cost if any will be recovered from the approved contractor.

**Signature of Tenderer(s)**

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**Earnest Money Deposit (EMD):**

**An EMD of Rs.30,000/- (Rupees Thirty Thousand Only)** has to be enclosed along with technical bid (Vol-I) in the form of DD drawn in favour of TICEL Bio Park Limited, Chennai. EMD of unsuccessful bidders shall be returned on finalization of contract with the successful bidder. In the case of successful bidder, TICEL Bio Park Limited will refund the EMD on producing Security Deposit and Signing of Agreement.

**Security Deposit:**

The successful bidder has to pay an amount of **Rs.3.00 Lakhs (Rupees Three Lakhs Only) towards Security Deposit** in the form of DD payable to TICEL Bio Park Ltd, Chennai while executing the agreement. The above amount will not bear any interest and will be returned at the completion of the successful contract period of one year. 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 by paying Security Deposit as detailed above.

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

**Pre Bid Meeting: - Pre Bid Meeting will be conducted on 15.11.2017 at 03.00 PM in TICEL Bio Park Office. Pre Bid Queries must be submitted in advance.**

**Signature of Tenderer(s)**

**Bid Opening:**

Vol – I will be opened in the presence of bidders chose to be present, on 23.11.2017 at 4.00 PM. The price bid (Vol – 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 Managing Director  
TICEL BIO PARK LTD.  
CSIR ROAD, First Floor  
Taramani, Chennai 600 113  
Phone: 044-2254 2060/61/62  
Fax: 044-2254 2055  
E-mail: [md@ticelbiopark.com](mailto:md@ticelbiopark.com)**

**Signature of Tenderer(s)**

# **TICEL BIO PARK LIMITED**

## **TENDER**

### **Special Conditions**

Name of Work: **Private water supply from own sources to TICEL Bio Park Limited for the period of one year.**

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

1. **Specification:**

Supply of potable water through water tanker from their own water sources to TICEL Bio Park Limited at Taramani, Chennai (including cost of water for own source). The quote includes hire charges for tankers, filling, transporting and unloading the water at TICEL Bio Park Limited. The rate is all inclusive for the supply of water at TICEL Bio Park Limited which will be measured and paid by TICEL.

2. **Quantity in litres and period of supply:**

The requirement of 1,50,000 litres per day of potable good quality of water has to be supplied required and intimated by TICEL Bio Park Limited during the contract period of one year. If more water is required by TICEL, the contractor should supply the same in addition to normal requirement.

3. The contractor shall have minimum Three tankers on their own and water source at his disposal so as to supply the required quantity of water as and when required by TICEL Bio Park Limited. Following Pre Qualification are prescribed.

**Signature of Tenderer(s)**

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4. **Terms and Conditions:**

a. **Pre-Qualification**

<b>Sl.No</b>	<b>Pre-Qualification</b>	<b>Documents required</b>
1	The Contractor shall have minimum Three tankers on his own water source at his disposal so as to supply a quantity of 1,50,000 litres of water per day as and when informed by TICEL Bio Park Limited	RC copies of minimum Three Tankers registered after 01.01.2013 and Agreement Documents in proof of water source and statutory approval for the same.
2	He should have supplied 1,00,000 liter per day for continuous period of three months to any one of organization/institution/firm.	Certificate / LOA from clients for supply of 1,00,000 litres per day for a continuous period of three months to an organization/institution/firm.
3	He should possess water test certificate for potability conditions for his water source	Water test certificate for the water source.
4	Proposed tankers life must be less than 10 year	Registration No and RTA Regulation details.

b. **Contract Period:**

The contract period is **ONE YEAR** from the date of LOA. The contract period may be increased or reduced by TICEL Bio Park Limited under written notice. TICEL Bio Park Limited has right to terminate the contract at 24 hours notice.

c. **Tanker:**

- i) Closed elliptical water tankers only will be allowed. The tanks fitted to the chassis should conform similar to the norms of petrol tankers hired by Petroleum Corporation. 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 10,000 litres/higher capacity or with marginal variation of 10,000 litres alone will be considered.
- iii) The gross weight of the tanker including water filled therein should not exceed the Registered Laden Weight (RLW) prescribed in the RC book of that particular vehicle.
- iv) The Registration Numbers of the tankers proposed to be used for supply of water may be listed.

**Signature of Tenderer(s)**

- d. The quoted rate shall be firm throughout the contract period. Escalation of rates will not be considered under any circumstance.
- e. The contractor shall observe, perform, comply and shall carry out complete works in every respect to the full satisfaction of M/s. TICEL Bio Park Limited or their authorized agency.
- f. M/s. TICEL Bio Park Limited or their authorized agency shall have the right of access to the water sources and other places to inspect the water quality if necessary.
- g. Test Certificate of the water of the source selected should be furnished along the tender. The successful tendereres should furnish the test certificate whenever call for by TICEL. The test results should satisfy the permissible limit as per IS Code.

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 use the vehicle registered after 01.01.2008.

6. **Licenses:**

The vehicle should be driven by a Driver having a valid Heavy Duty license from RTO, Tamilnadu.

Driving crew shall observe all statutory rules and regulation including traffic rules. Possessing necessary statutory licenses/approvals in respect of drawing of water from their own source is the responsibility of the contractor and TICEL Bio Park Limited will not be held responsible in any manner for violations, if any by the driving crew or by the contractor in these regards.

**Signature of Tenderer(s)**

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**7. Discipline:**

i) The contractor is fully responsible to the TICEL Bio Park Limited 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 TICEL Bio Park Limited 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 third party or employees in TICEL Bio Park Limited or Contractor's employee. 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 contractors 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 canceling the contract.

**Signature of Tenderer(s)**

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10. **Separate Contract:**

TICEL Bio Park Limited reserves the right to engage other contractors 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 TICEL Bio Park Limited for not carrying out the work on the part of the contract. The contract is non-exclusive and TICEL Bio Park Limited reserves right to appoint additional contractor/s 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 or organization such as Employers Provident Fund, ESI etc shall be followed and complied well in time. TICEL Bio Park Limited 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.

**Signature of Tenderer(s)**

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15. **Accounting for supply of water:-**

A separate trip sheet must be maintaining for supply of water to TICEL Bio Park. The water tanker details along with quantity of water supplied must be filled in the trip. Quality of water filled in the tanker has to be verified by TICEL official for each trip.

15. **Payment Terms:**

Payment for supplying of water shall be made on 30 days for the previous month water supplied at TICEL Bio Park Limited subject to receipt of the following documents:

- a) The contractor has to submit the invoice along with the delivery challan to TICEL Bio Park Limited who will certify the bills within 15(fifteen) days of submission of bill by the Contractor. Copy of trip sheets verified by TICEL must be enclosed along with bill and original GRN certified by TICEL authorized employed for each supplier.
- b) Payment shall be made after deducting TDS/Work Contract Tax and any other applicable statutory deductions.

16. **Quality Assurance:**

Good quality of potable water as per ISI standards shall be ensured to the full satisfaction of TICEL Bio Park Limited or their authorized agents.

The portable water should fulfill the following quality criteria. Failing which the payment will not be considered for this relevant load.

**Quality requirement is as follows:**

<b>Property</b>	<b>Limited</b>
<b><u>Physical Property:</u></b> 1. Odor 2. Electrical Conducive at 25°C	Agreeable Less than 800
<b><u>Chemical Property:</u></b> 1. Total disorder solid 2. Hardness 3. Iron contain	Less than 500 mg/lit Less than 200 mg/lit Less than 0.3 mg/lit

**Signature of Tenderer(s)**

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## **DETAILS ABOUT THE COMPANY**

1. Name of the Bidding Company :
2. Constitution of the Company  
(Proprietary/Partnership/Pvt. Ltd Company) :
- 2a. CIN / Registration No. :
3. Address :
4. Telephone No., Fax No. & Email Address :
5. PAN No :
6. Sales Tax No. :
7. Service Tax No. :
8. Registration Numbers of the Tankers  
Proposed to be used may be furnished below:

<b>Sl.No</b>	<b>Registration</b>	<b>RTO Registration Details</b>	<b>Year of Purchase of Tanker</b>	<b>Life of the Tanker</b>

**Signature of the Bidder with Office Seal**

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**ARTICLE OF AGREEMENT**

ARTICLES OF AGREEMENT made on this .....2017 between TICEL Bio Park Limited (a company incorporated under the Companies Act of 1956) having its registered office at First Floor, CSIR Road, Taramani, Chennai – 600 113 represented by its Managing Director Thiru. B.Ramakrishnan (Hereinafter called “the Owner”) of the one part and M/s. .... of the other part whose office situated at ..... (Hereinafter called “The Contractor”)

WHEREAS the Owner issued a Tender Notice on ..... in leading newspaper 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)

WHEREAS the final offer of the Contractor vide his 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 TICEL Bio Park Limited have been signed by or on  
behalf of the parties hereto.

WHEREAS the Owner is desirous of procuring Potable Water from the  
Contractor's own source/metro water filling points for TICEL Bio Park Limited  
(hereinafter called "the Work") and has caused documents and Schedule of  
Quantities showing and describing the work to be done ("herein after referred  
to as the Contract Documents" and issued the aforesaid Letter of Award.

WHEREAS the Contractor has paid an amount of Rs.....  
(Rupees.....) 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.
5. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract for supply of potable water from own 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.
6. 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 own sources at filling points for TICEL Bio Park Limited in the manner laid down in the said Conditions till the completion of the contract period.
7. 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 change(s)/Order(s) by the Owner. The Contractor will only be paid for the actual quantity of water supplied and accepted by the Owner at the accepted unit rates.
8. 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 01.12.2017 as provided for in the said conditions and to continue the supply during stipulated contract period of one year.
9. All payments by the Owner under this contract will be made only at Chennai in Indian Rupees by way of A/c payee cheque and shall be within 7 (seven days) from the receipt of correct invoice by Owner (Every 15 Days), subject to bills being in complete shape and in the accepted format.

The final payment will be made after 3 months after completion of contract and due verification of final bill with all necessary supporting documentations, 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 construction, meaning, scope, operation or effect of this Contract or 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 give 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 Managing Director of TICEL Bio Park Limited or his nominee including any officer of TICEL Bio Park Limited 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. The contractor shall be an independent contractor for all purposes under this Agreement.

12. 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 B.Ramakrishnan**

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

**Designation: Managing Director**

**Designation :.....**

Address: TICEL Bio Park Limited  
First Floor, CSIR ROAD  
Taramani, Chennai 600 113

Address :

**WITNESS**

1. Signature :

Occupation :

Address :

2. Signature :

Occupation :

Address :

**Signature of Tenderer(s)**

