

**TIDEL PARK LIMITED**

TARAMANI, CHENNAI – 600 113

**TENDER FOR POTABLE WATER SUPPLY  
TO TIDEL PARK**

**VOLUME – I**

**(CONDITIONS OF CONTRACT, SPECIAL CONDITIONS,  
PRE – QUALIFICATION CONDITIONS)**

**Last date for Submission: 23.05.2018 at 3.00 PM**

**TO BE SUBMITTED TO:**

The Managing Director  
TIDEL PARK LIMITED  
No. 4, Rajiv Gandhi Salai  
Taramani, Chennai – 600 113  
Phone: 044 – 22540500 / 01  
E-mail: [tidel@vsnl.com](mailto:tidel@vsnl.com)  
[md1@tidelpark.com](mailto:md1@tidelpark.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>	


**April 2018**

**TIDEL PARK LTD**

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## Section – 1

	<p><b>TIDEL PARK LTD</b> (An ISO 9001/14001 Company) CIN No.U74999TN1997PLC039523 No.4, RAJIV GANDHI SALAI, TARAMANI, CHENNAI 600 113 Ph: 044-22540500/01; Fax: 044-2254 1744 Website: <a href="http://www.tidelpark.com">www.tidelpark.com</a> Email: <a href="mailto:tidel@vsnl.com">tidel@vsnl.com</a> ; <a href="mailto:mdl@tidelpark.com">mdl@tidelpark.com</a></p>
<p style="text-align: center;"><b><u>TENDER NOTICE NO. TIDEL/2018–19/01</u></b></p> <p><b><u>TENDER FOR PROCUREMENT OF WATER THROUGH PRIVATE SOURCE</u></b></p> <p>TIDEL invites tender from contractors who have enough tankers / water sources to supply Potable Quality water (300 KLD) with similar experience on continued basis for 6 months.</p> <p>The Tender Document can be purchased on Payment of <b>Rs.1,500/-</b> (Inclusive of TAX) from 24.04.2018 to 22.05.2018. The details are furnished in the website. Filled in Tender shall be Submitted on or before 23.05.2018(3.00 pm).</p> <p style="text-align: right;"><b>MANAGING DIRECTOR</b></p>	

## **Section – 2**

### **Information about TIDEL PARK:**

TIDEL Park Ltd., a JV of TIDCO and ELCOT has constructed a state-of-the-art, Information Technology Park in the State with built up area of 1.28 million sq.ft. in Chennai at a cost of Rs.292 Crores which is in operation since July 2000.

TIDEL provides employment opportunities for 15000 IT professionals. The building consists of various Electrical, Mechanical, and communication facilities. The Park has obtained ISO 9001 & ISO 14001 certification. TIDEL is a profit making venture since its inception. TIDEL has also promoted many associate projects which include TIDEL Park Coimbatore Ltd., TICEL Bio Park – I & II, IT Expressway Ltd., Tamil Nadu Road Development Co. Ltd etc.

TIDEL's average water requirement is around 300 KLD. TIDEL has arrangements with Government source for a quantity of 50 KL per day, recycled water of 100–150 KLD from the STP and the balance water requirement is sourced from the Private water supply contractors.

## Section – 3



### **TIDEL PARK LIMITED**

### **PRE QUALIFICATION CONDITIONS**

TIDEL Park Ltd invites Tender to **Supply Potable Quality Water**

**Eligibility for Pre-qualification:**

- a) The Contractor shall have minimum five tankers and water source at his disposal so as to supply a minimum quantity of 300 KLD as and when informed by TIDEL.
- b) The Contractor should have supplied water under similar arrangements for at least continuous period of six months to similar organization/institution, during last one year.
- c) He should possess water test certificate for potability condition of his water source.
- d) The tenderer shall provide the relevant certificate, documents for the above to be qualified for consideration of the tender.

## Section – 4

### **TENDER IMPORTANT DATES:**

- (i) Period of Issue: 24.04.2018 to 22.05.2018 during 10 A.M. to 5 P.M.
- (ii) Pre Bid Meeting – 3.30 P.M. on 04.05.2018
- (iii) Last date for Submission of Bids – 3.00 P.M. on 23.05.2018
- (iv) Opening of Technical Bid (Vol. I) – 3.30 P.M. on 23.05.2018
- (v) EMD Amount: - Rs.15,000/-

Note:

- a. Opening of Price Bid shall be intimated separately.
- b. Tender documents can be purchased from the TIDEL PARK office, Chennai, during office hours.
- c. If tender document is downloaded from the web sites viz. [www.tidelpark.com](http://www.tidelpark.com) the cost of tender document should be paid along with EMD while submission of bids. Also those who downloaded the tender documents from website have to inform by email to [mdl@tidelpark.com](mailto:mdl@tidelpark.com) / [tidel@vsnl.com](mailto:tidel@vsnl.com) for record before submission.

## Section – 5

### Volume – I

#### TENDER CONDITIONS – General

##### **NOTICE INVITING TENDER**

TIDEL Park Limited is inviting sealed Tenders for Supply of Good Quality and Potable Private Water from own sources to TIDEL PARK for the period of one year 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

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/-** in favour of **TIDEL Park Limited** payable at Chennai towards **Earnest Money Deposit** and enclosed in a separate sealed cover. The cover shall be superscribed **“POTABLE WATER SUPPLY TO TIDEL PARK -Volume I ” Technical Bid.**

The Volume-II i.e. Price Bid shall be enclosed in the same way in another separate sealed cover superscribed as **“POTABLE WATER SUPPLY TO TIDEL PARK ,Volume II-Price Bid”**.

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 **“POTABLE WATER SUPPLY TO TIDEL PARK LTD.” On 23.05.2018 before 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.

**SIGNATURE OF TENDERER(S)**

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.

**Contract Document:**

The following documents shall constitute the contract document.

1. Tender Form
2. Articles of Agreement
3. Tender conditions-General
4. Specifications
5. Special conditions
6. Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and letter of intent/Award by the Owner & etc.,

**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 all taxes and duties (applicable during validity period) freight, insurance etc. Escalation of price in any manner will not be accepted at any cost during the agreement period.

**Delivery and Completion Period:**

TIDEL 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 TIDEL.

**Earnest Money Deposit (EMD):**

An **EMD of Rs. 15,000/-** has to be enclosed along with technical bid (Vol-I) in the form of DD drawn in favour of TIDEL Park Ltd. EMD of unsuccessful bidders shall be returned as quickly as possible on finalisation of contract with the successful bidder. In the case of successful bidder, TIDEL will refund the EMD on satisfactory completion at the end of the agreement period.

**SIGNATURE OF TENDERER(S)**



**Security Deposit:**

The successful bidder has to pay an amount of **Rs.2 Lakhs** towards Security Deposit while executing the agreement. The above amount will not bear any interest and will be returned at the conclusion of the successful contract period. 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.

TIDEL reserves the right to cancel any or all the bids without assigning any reasons therefore. Further, TIDEL 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 04.05.2018 at 03.30 PM in TIDEL Office. Pre Bid Queries must be submitted in advance.**

**Bid Opening:**

Vol. - I will be opened in the presence of qualified bidders who chose to be present, on **23.05.2018 at 03.30 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 Managing Director,  
TIDEL PARK LIMITED  
First Floor, A – Block North,  
No. 4, Rajiv Gandhi Salai,  
6Taramani, Chennai – 600 113  
Phone: 044 – 2254 0500/01**

**SIGNATURE OF TENDERER(S)**

## Section – 6

### SPECIAL CONDITIONS

**Name of work: POTABLE WATER SUPPLY TO TIDEL PARK from Own Sources to TIDEL PARK 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 TIDEL PARK at Taramani, Chennai including cost of water from own source, hire charges for tankers, filling, transporting and unloading the water at TIDEL. The rate is all inclusive subject to condition that the supply of water at TIDEL will only be recognized and measured.

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

During the period of One Year, a maximum quantity of 300 KLD has to be supplied as and when required and intimated to you by TIDEL.

**3.** The contractor shall have minimum five tankers and water source at his disposal so as to supply a minimum quantity of 2.00 lakhs liters of water as and when required by TIDEL.

Short supply of water will be treated as non-performance of Tender conditions and TIDEL may take appropriate action on this matter. If the contractor fails to supply the required quantity as informed by TIDEL, TIDEL will organize to get the adequate quantity by utilizing other agencies. The difference in cost will be recovered from the contractor.

TIDEL's water requirement is estimated between 2 to 3 lakh liters per day with the average of 2.5 lakh liters of water per day. TIDEL had made arrangement with Government source for a quantity of 50 KL per day recycled water of 100- 150 KLD from the STP. Therefore the prospective contractor to supply the maximum quantity of 3 lakhs per day.

**SIGNATURE OF THE TENDERER(S)**

**4. Terms and Conditions:**

**Documents Required:**

- RC copies of minimum five Tankers registered after 2007 and Agreement. Documents in proof of water source and statutory approval for the same.
- Certificate / LoA from clients for supply of 2 lakhs liters per day for at least continuous period of six months to an organization/institution during last one year.
- Water test certificate for the water source from Metro Water/Lab.

**b. 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 2007.

**c. Contract Period:**

The contract period is one year from the date of LoA. The contract period may be increased or reduced by TIDEL by written notice. TIDEL has right to terminate the contract at 24 hours notice.

**d. Tanker:**

i. Only Closed elliptical water tankers will be allowed. The tanks fitted to the chassis should confirm 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 10000 liters / higher capacity or with marginal variation alone will be considered.

iii The gross weight of the tanker including 10000 liters of water filled therein should not exceed the registered laden weight (RLW) prescribed in the RC book of that particular vehicle.

**e.** The quoted rate shall be firm throughout the contract period. Escalation of rates will not be considered under any circumstances.

**SIGNATURE OF THE TENDERER(S)**

**f.** The contractor shall observe, perform, comply and shall carry out to complete the works in every respect to the full satisfaction of M/s. TIDEL PARK or his authorized agency.

**f.** M/s. TIDEL or their authorized agency shall have the right of access to the water sources and other places to inspect the water quality if necessary.

**h.** Test Certificate of the water of the source selected should be furnished along the tender. The Successful tenderers should furnish the test certificate whenever call for by TIDEL. The test results should satisfy the permissible limit as per IS code.

**5. Licences:**

The Vehicle should be driven by a valid Driver having 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 TIDEL will not be held responsible in any manner for violations, if any by the driving crew or by the contractor in these regards.

**6. Discipline:**

i) The contractor is fully responsible to the TIDEL PARK 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 TIDEL in this regard shall be final and shall not be questioned by the contractor.

ii) The water tanker should be driven within the speed limit as prescribed in traffic rules.

**SIGNATURE OF THE TENDERER(S)**

**7. 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 or Contractor's employee. The tankers should have valid insurance and it is Contractor's responsibility to ensure this.

**8. 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 TIDEL and incase the contractor does not bring new tanker in replacement to meet the demand of TIDEL, TIDEL has all the right to cancel the contract on this ground.

**9. Separate Contract:**

TIDEL reserves the right to receive supply of water from other alternate contractor(s) incase the contractor fails and neglect 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 Ltd. for not carrying out the work on the part of the contract. The contract is non-exclusive and TIDEL PARK Ltd., reserves right to appoint additional contractor to meet the water requirement.

**SIGNATURE OF THE TENDERER(S)**

**10. 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.

**11. Safety Code:**

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

**12. 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 Employers Provident Fund, ESI etc. shall be followed and complied well in time. TIDEL shall be kept indemnified from any liabilities on these accounts.

**13. 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.

**14. Payment Terms:**

Payment for supplying of water shall be made in every 15 days for the actual quantities received at TIDEL subject to the following.

a) The contractor has to submit the invoice along with the delivery challan to TIDEL or the authorized agency of TIDEL who will certify the bills within 7 (seven) days of submission of bill by the Contractor. The contractor has to submit water best report for every month.

b) TDS and other applicable statutory deductions shall be made in the bills.

c) Any other deductions as required under the terms of these Contract document.

**15. Quality Assurance:**

Good quality of potable water as per ISI standards shall be ensured to the full satisfaction of TIDEL/ their authorized agents.

**SIGNATURE OF THE TENDERER(S)**

## **DETAILS ABOUT THE COMPANY**

**TENDER**

**Details about the Company**

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

Sl.No.	Register	RTO Register Details	Year of Purchase of Tanker	Life of Tank

**Note: Tender without the above details will be rejected**

**Signature of the Bidder with Office seal**



# FORMATS

**TIDEL PARK LIMITED**

TARAMANI, CHENNAI

**TENDER FOR SUPPLY OF GOOD QUALITY AND POTABLE PRIVATE WATER  
FROM OWN SOURCE TO TIDEL PARK**

**1.0 Tender Information/Enclosures**

1. Format – A : Tender Submission
2. Format – B : Articles of Agreement

## Section – 8

Format – A

### TENDER SUBMISSION

**The MANAGING DIRECTOR**  
M/s. TIDEL PARK LIMITED  
No. 4, Rajiv Gandhi Salai  
Taramani, Chennai – 600 113  
India

Date:

Dear Sir,

Sub: **TENDER FOR SUPPLY OF GOOD QUALITY AND POTABLE  
PRIVATE WATER FROM OWN SOURCE TO TIDEL PARK**

Ref: Tender Notice issued in Newspapers on 24.04.2018 & also in  
Website: [www.tidelpark.com](http://www.tidelpark.com)

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A copy of Tender Notice is enclosed in this Tender document.

I / We confirm that M/s. \_\_\_\_\_  
has submitted a Tender for **SUPPLY OF GOOD QUALITY AND POTABLE  
PRIVATE WATER FROM OWN SOURCE TO TIDEL PARK**

1. Having examined the specifications, equipments lists, scope of work, schedule of quantities, general conditions, special conditions etc., relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the job specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to undertake the job specified in the said memorandum for the duration specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.
2. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Contract Document annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **TIDEL Park Limited, Chennai** the amount mentioned in the said contract.
3. I/We have deposited a sum of Rs.15,000/- (Rupees Fifteen Thousand Only) as Earnest Money with the TIDEL PARK LIMITED, which amount shall not bear any interest. Should I/we fail to execute the contract when called upon to do so, immediately after the issue of Letter of award by TIDEL PARK LIMITED, I/we do hereby agree that this sum shall be forfeited by TIDEL Park Limited, Chennai.

4. Our Bankers are:

i)

ii)

The names of partners / Director of our firm / Company are:

i)

ii)

6. Name of the partner / Director of the Firm authorized to sign :

Or

Name of person having Power of Attorney to sign the contract. :  
(Certified true copy of the Power of Attorney should be attached)

I / We confirm that M/s. \_\_\_\_\_

Submitted the tender documents with all the particulars / details as per the tender conditions and also if I / We abide all the tender conditions / documents.

**Date:**

**Place:**

Yours faithfully,

**Signature of Tenderer along with Seal**

**ARTICLES OF AGREEMENT**

(Note: The given format is a sample one. However before signing, the draft format filled in all respect is to be approved from the TIDEL. On approval, the same shall have to be executed in Rs.100/- Non Judicial Stamp Paper)

ARTICLES OF AGREEMENT made on this ..... day of .....2018 between TIDEL PARK LIMITED having its office at First floor, A-Block North, TIDEL Park No-4, Rajiv Gandhi Salai, Taramani, Chennai -600 113 (Hereinafter called "TIDEL / OWNER" which includes its Successors, Administrator, Executers etc) represented by its Managing Director, B. Elangovan of the one part and

.....  
.....of the other part whose registered office is situated at .....(Hereinafter called "The Contractor" which includes its Successors, Administrator, Executers etc.) represented by its Managing Director/Director/Authorized official or partner(s) Mr .....

WHEREAS the Owner is desirous of getting **SUPPLY OF POTABLE PRIVATE WATER FROM THE CONTRACTOR FROM ITS OWN SOURCES TO TIDEL PARK LTD.**, (hereinafter called "the Work") in accordance with Tender No..... (hereinafter "said tender").

AND WHEREAS the contract document provided in the said Tender have been duly signed by TIDEL PARK LIMITED & Contractor;

AND WHEREAS the contractor in response to said tender, submitted their bids for providing the aforesaid material / service issued in Tender No..... (hereinafter "said tender") & TIDEL has awarded to M/s..... as the .....Contractor for such services with effect from .....

AND WHEREAS the Contractor has supplied the Owner with a fully priced copy of the said Schedule of Quantities (which copy is hereinafter referred to as "the Contract Bills")

AND WHEREAS the said contract documents and the Contract Bills have been duly signed by or on behalf of the parties hereto.

WHEREAS the Contractor has paid an amount of **Rs.2 Lakhs** (Rupees Two Lakhs Only) as an interest free security deposit vide DD No.\_\_\_\_\_ dt.\_\_\_\_\_ as Performance Bond, which will be returned after six months 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 of contractor 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 use every reasonable facility for the carrying out of all works relating to the provision of POTABLE WATER SUPPLY TO TIDEL PARK from Contractor's own sources at filling points for TIDEL 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 POTABLE WATER SUPPLY TO TIDEL PARK from **16.06.2018** 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 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 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 construction, meaning, scope, operation or effect of this Contract or 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 Arbitrator appointed as per the directions of the Managing Director of TIDEL Park Ltd. and the CONTRACTOR shall not raise any objection to such Arbitration on the ground that the Arbitrator is appointed as per the directions of the Managing Director of the TIDEL. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai, India Only.
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.

Tender for Procurement of Water Through Private Source

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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**

**SIGNED AND DELIVERED by the**

**Hand of B.Elangovan**  
**Designation: Managing Director**

**Hand of \_\_\_\_\_**  
**Designation: \_\_\_\_\_**

Address: TIDEL Park Limited  
No.4, Rajiv Gandhi Salai  
Taramani, Chennai – 600 113

Address:

WITNESSES:

1. Signature :  
Occupation :  
Address :
2. Signature :  
Occupation :  
Address :

WITNESSES:

1. Signature :  
Occupation :  
Address :
2. Signature :  
Occupation :  
Address :