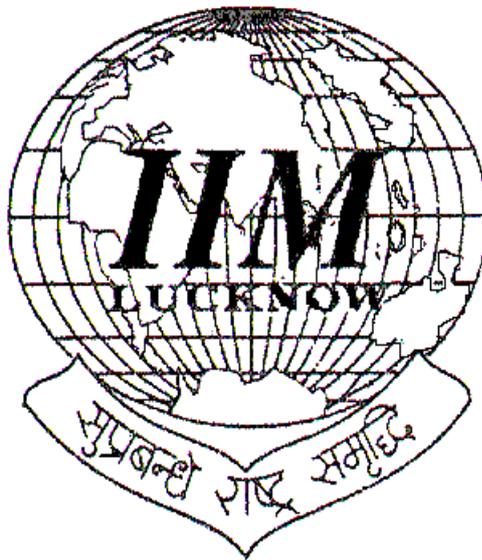


**TENDER DOCUMENTS**

**NAME OF WORK**

**Service and Repair works including 05 years Comprehensive Annual Maintenance Contract of 100 KLD Water Softening Plant at IIM Lucknow Noida Campus.**



**INDIAN INSTITUTE OF MANAGEMENT**

**LUCKNOW (Noida Campus)**

**Plot No.: B-1, Sector-62**

**Noida-201307, U.P**



**भारतीय प्रबन्ध संस्थान, लखनऊ**  
**INDIAN INSTITUTE OF MANAGEMENT LUCKNOW NOIDA**  
**CAMPUS,**

**B-1, Institutional Area Sector-62, Noida - 201 307 (UP) India**

**Tel: 0120-6678426, 8532; Fax: 0120-6678506**

**Website: www.iiml.ac.in; Email: ashok.fulzele@iiml.ac.in**

IIMLNC/AMC/ESTATE-WTP/2020/02

Date: 18<sup>th</sup> Nov. 2020

**E-TENDER NOTICE**

Online e-tenders are invited in Two-Bid System (i.e. Technical Bid & Financial / Price Bid) for work mentioned below in e-mode from Contractors (Indian Nationals/ Firms only) and free view NIT is available on Govt. e-Procurement portal i.e. <https://eprocure.gov.in>. Interested agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of Technical bid and price bid. The technical bid and price bid duly filled may be uploaded on E-Portal of Govt. E-Procurement site i.e. <https://eprocure.gov.in> using Digital Signature before the last date & time of submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

<b>Name of work</b>	Service and Repair works including 05 years Comprehensive Annual Maintenance Contract of 100 KLD Water Softening Plant at IIM L Noida Campus.
<b>Earnest Money Deposit</b>	Rs 20,000/- (Rupees Twenty Thousand only)
<b>Period of Contract</b>	05 years (1+1+1+1+1)
<b>Date of issue of tender document</b>	<b>Wednesday, 18<sup>th</sup> November 2020</b>
<b>Last Date for submission of tender document</b>	<b>Wednesday, 9<sup>th</sup> December 2020 at 3:00 PM</b>
<b>Pre-Bid Meeting Date &amp; Time and Venue</b>	Wednesday, 25 <sup>th</sup> Nov 2020 at 11:30 AM at Meeting Room IIM, Lucknow Noida Campus
<b>Date of opening of Technical Bid</b>	Friday, 11 <sup>th</sup> December 2020 at 3:00 PM
<b>Date of opening of Financial Bid</b>	Will be intimated later on
<b>Date of starting of work</b>	As per date of Work Order

For Indian Institute of Management Lucknow Noida Campus



**भारतीय प्रबन्ध संस्थान, लखनऊ**  
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**E-Tender Notice**

The Indian Institute of Management Lucknow, is a national level educational institute set up by the Ministry of Human Resources Development, Government of India. The Noida Campus of the Indian Institute of Management Lucknow invites quotations from reputed Indian National and eligible agencies for Service and Repair works including 05 years Comprehensive Annual Maintenance Contract of 100 KLD Water Softening Plant at IIM Noida Campus.

On behalf of the Director of Indian Institute of Management, Lucknow, you are hereby invited to quote your rates for 05 years (1+1+1+1+1) on enclosed '**Bill of Quantity**' for above subject works as per details given below.

Complete tender document is available on website [www.eprocure.gov.in](http://www.eprocure.gov.in). Beside this tender document is also available on the Institute website: [www.iiml.ac.in](http://www.iiml.ac.in). Tenders uploaded without proper information, without documentary evidence, without submission of EMD/inadequate EMD shall be summarily rejected.

**EMD shall be deposited in the below mentioned bank account details.**

Bank Details of IIM Lucknow Noida Campus

Account Name: INDIAN INSTITUTE OF MANAGEMENT. LUCKNOW (NOIDA CAMPUS)

Bank Name – Axis Bank

Branch Address: B2-B3, SECTOR 16 NOIDA, U.P. 201301

**Account No. 022010100356060**

IFSC: UTIB0000022

**Copy of the EMD receipt should be uploaded on website [www.eprocure.gov.in](http://www.eprocure.gov.in).**

**Eligibility criteria norms are as follows: -**

- a) The Firm/Agency/Organization (Contractor) should have Original Equipment Manufacturer (OEM-Ion Exchange (India ) Ltd) authorization valid certificate indicating date till 31<sup>st</sup> December 2020 so that authorize to do service and maintenance by genuine spare and material in case of softening plant. If certificate is not submitted by the tenderer their tender will not be accepted & consider.

- b) The Firm/Agency/Organization (Contractor) should have minimum working experience of 05 (FIVE) years (on 31<sup>st</sup> March 2020) in Comprehensive Annual Operation & Maintenance (CAMC) of Water Softening Plant work.
  - c) Out of total 05 (FIVE) years working experience, the Firm/Agency/Organization (Contractor) should have TWO (2) years (on 31<sup>st</sup> March 2020) working experience of Central Govt. Offices/State Govt. Offices/IIT/IIM/NIT/Central Universities/State Govt. Universities in Comprehensive Annual Operation & Maintenance of Water Softening Plant work.
  - d) The Firm/Agency/Organization (Contractor) should be an enlisted/approved contractor of Central Govt./State Govt. or High-Profile Private sector for Annual Operation & Maintenance (AMC) of Water Softening Plant work.
  - e) The Firm/Agency/Organization (Contractor) should have minimum annual turnover of Rs. 10,00,000/- (Rupees Ten Lakhs) in each year in the past three financial years.
  - f) The Firm/Agency/Organization (Contractor) should not have been blacklisted, given any Warning Letter for non-performance and not have been penalized for lack of performance.
1. All agencies/firms/Contractors are requested to visit & inspect the site (IIML-Noida Campus, B-1, Institutional Area, Sector-62, Noida-201307) and check the working terms & conditions before submitting the e-tender document.
  2. The Tenderer is requested to upload the technical bid and price bid duly filled on E-Portal of Govt. E-Procurement site i.e. <https://eprocure.gov.in> using Digital Signature before the last date & time of submission as mentioned in the tender notice. It is also requested to deposit (Upload the receipt) the earnest money (EMD) for an amount of **Rs. 20,000/- (Rupees Twenty Thousand only)** refundable by way of demand draft to the unsuccessful bidder.
  3. The technical bid should be properly filled in the Annexure – “A”. (Prepare Technical Bid based on the scope of Work requirement) and attach.
  4. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms/ Bidders who are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from depositing EMD. However, the performance security shall be obtained from the successful bidder irrespective of their registration status etc.
  5. Rates quoted in tender must be excluding of GST. Rate should be inclusive of payment of dues by the contractor to the Labour Department in accordance with the prevailing Labour law, including all statutory liability fixed by the Labour Commissioner or any other law enforcement agency.
  6. All Central, State, Local laws & bye laws applicable will be observed by the contractor and Indian Institute of Management Lucknow will be kept indemnified of such payable by the contractor.
  7. No support of man power, material, cartage or transport etc. will be provided by the Institute. All these have to be arranged by the contractor at their own cost.
  8. Financial Bids of only those Tenderer(s) will be opened who qualify the eligibility criteria as well as the Technical Bid. The date, time of opening of the Financial Bids will be intimated in due course of time. Unqualified tenderer(s) financial bid will not be opened. EMD of unsuccessful tenderers will be returned after award of contract without bearing Interest.
  9. The successful bidder’s EMD will be discharged upon the bidder’s submission of the performance security in shape of Bank Guarantee. The Bank Guarantee should be 10% of the estimated annual work value along with the acceptance of contractor as security. The Bank Guarantee should be in favour of Indian Institute of Management Lucknow Noida Campus. This Bank Guarantee will be

refunded after completion of the contract. In case of any deficiency in services specifically pointed out by the Institute, appropriate penalty will be levied by Dean, Noida Campus and the same will be adjusted against future bills and /or security deposit. The validity of the BG should be beyond three months (90 days) of contract period.

10. Subletting the contract will not be allowed without prior written permission of the competent authority of the Indian Institute of Management Lucknow Noida Campus.
11. The Tender should be duly signed and stamped by the authorized persons/agencies/firms/Contractor on each page of the Technical Bid as well as Financial Bid as a proof to confirm the acceptance of the entire Terms & Conditions of Tender. Tender with an additional condition shall be rejected forthwith.
12. The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever. No claim, whatsoever, shall be entertained on this account. The decision of Director, Indian Institute of Management Lucknow will be final and binding.
13. An undertaking to the effect that the bidder in the past has never been blacklisted, given any warning for non-performance and not penalized for lack of performance.
14. At any stage, if it is found that the documents and certificates submitted by the tenderer agencies/firms/Contractors are forged or have been manipulated, the awarded contract shall be cancelled and Performance Security deposited in the Institute shall be forfeited without any claim whatsoever on Institute. Further the Institute can also take action as appropriate under the extant laws.

#### **Validity Period of Bid**

Bid shall remain valid for 120 days (One Hundred & Twenty Days) after the date of bid opening. The bid valid for a shorter period shall be rejected by the IIML-NC as non-responsive. In exceptional circumstances, the IIML-NC may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

#### **GENERAL TERMS & CONDITIONS OF CONTRACT**

1. The period of contract will commence with effect from the date mentioned in the work order/contract agreement and shall remain valid initially for a period of one year (twelve months). Further the contract period is subject to renewal up to Four (4) years on yearly basis by the Institute on satisfactory performance on mutually agreed terms and conditions.
2. Payment will be made monthly after satisfactory completion of service on presentation of bill. No advance payment will be made. Income Tax deduction at source as per the rules in force will be deducted from the bill and the amount so deducted will be credited to the Income Tax authority and a certificate of the amount credit will be issued by the Accounts Office of the Institute.
3. Institute reserve the right to curtail or enhance the scope of work (either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required) and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
4. The Firm/Agency/Organization (Contractor) shall submit supportive documentary evidence regarding name, residential address, qualifications, experience of the qualified Engineer/technician who will visit the site for attending the operation and maintenance of substation. The technicians provided by the contractor should be medically and mentally fit for the job. Police verification is also required to be completed by the contractor and its report must be submitted to the institute within one month after

award of contract. The contractor is solely liable for compensation to its technicians on amount of any casualties, accident or otherwise.

5. The Dean-NC-IIML will at his/her sole discretion to decide the penalty amount that will be commensurate with the deficiency in work of the contractor. In case of any abnormal delay on the part of the agency beyond the specified time, penalties as follows shall be imposed and recovered from the monthly bills.

Minor breakdown – Rs. 500/- per day of delay subject to maximum of Rs. 1000/-per fault per day.

Major breakdown – Rs. 1000/- per day of delay subject to Maximum of Rs. 5000/-per fault per day.

6. The staff of the agency has to be technically qualified, courteous and maintain good behavior while on site with IIML-Noida Campus authorities. Any person found discourteous or misbehaving shall have to be replaced within 24 hours.
7. A qualified Engineer/technician of the agency shall periodically visit, and inspect for operational maintenance of WTP.
8. The contractor shall submit a true statement of the following details of the preceding month by 4<sup>th</sup> of every month to the Estate Officer of IIML-Noida Campus.
  - a) Monthly Laboratory Test Report about water softening & TDS Level, pH value
  - b) Performance of the Water Softening Plant
  - c) No. of workers employed by him
  - d) Their working hours
  - e) Any other related information asked by Estate Officer IIML-Noida Campus
9. List of qualified technicians shall be furnished and any change must be informed to the institute accordingly before the changes are affected.
10. IIML-Noida Campus reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of one month falling which, the agency is liable to pay liquidated damages @ 10% of tendered value besides forfeiture of security deposit.
11. Any person not found suitable will be removed and suitable replacement provided on priority basis.
12. All staff will wear uniform/shoe to be provided by the contractor. All staff will be given weekly holiday and suitable leave as per Government Rules.
13. In case of any mishap/accident, any compensation claims arising out of such accident shall be made by the contractor in accordance, with the law which is in force to each or every one of the affected persons or their legal heirs depending upon the merits of each individual case. All liabilities, arising out of any legal dispute, accidents, breakdown etc. shall be borne/paid by the contractor. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of services provided to the Institute for Operation & Maintenance of the Water Softening Plant. The contractor will be fully responsible to pay compensation/medical care to any of the staff.
14. The Firm/Agency/Organization (Contractor) shall abide by all applicable laws including labour and all-statutory provisions and deductions, welfare Laws (ESI, PF, BONUS, specified by the Government time to time). The bidders shall furnish adequate proof to the IIML-Noida Campus in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the contractor, and IIM Lucknow Noida Campus shall not be held liable for such responsibilities/obligations in any manner what-so-ever.
15. For Performance of the Water Softening Plant, all instructions will be issued in writing by Estate

Officer of IIML-Noida Campus to the Contractor for which proper accounting has to be kept. All dismantled/worn out materials will be returned to IIML Noida Campus. However, all materials like measuring instruments etc. will be provided by the contractor as required.

16. If maintenance of Water Softening Plant is not done due to agitation or strike of employees appointed by the contractor or late in time, the institute will deduct the amount from contractor's bill and levy appropriate penalty.
17. The dispute, if any, will be referred to the Director, IIM Lucknow and his/her decision will be final and binding. All disputes arising out of the order will fall under jurisdiction of Lucknow Court.
18. TAX, Octroi in respect of this contract shall be payable by the contractor and Institute will not entertain any claim whatsoever in respect of the same.
19. I/We have read the terms and conditions of the tender document and understand that in case of any of the statement furnished by the undersigned is found to be false OR if any / all the terms and conditions are not complied with, the tender is liable to be cancelled and the earnest money deposited shall be forfeited by IIML Noida Campus. I/We hereby agree to abide by all the terms & conditions of the tender document.

Date:

Place:

Signature of the authorized signatory of the agency  
Official seal/ stamp



**भारतीय प्रबन्ध संस्थान, लखनऊ**  
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**CAMPUS,**

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**Website: www.iiml.ac.in; Email: ashok.fulzele@iiml.ac.in**

**ANNEXURE- "A"**

**TECHNICAL BID**

**PRE-QUALIFICATIONS FOR TENDERERS FOR TECHNICAL EVALUATION.**  
**PLEASE UPLOAD DOCUMENTARY EVIDENCE IN SUPPORT,**

1	Name of the Firm/Agency/Organisation	
2.	GST No. of the Firm/Agency/Organisation	
3.	PAN No. of the Firm/Agency/Organisation	
4	Complete Address of the Firm/Agency/Organisation	
5.	PF Registration No.	
6.	ESI Registration No.	
7	Name & Designation of the authorized Person	
8	Contact E-mail & Mobile No. of the authorized Person	
9	Earnest Money Deposit by D.D of Rs.20,000/- (Rupees Twenty thousand) Name of Bank Date	
10	No. of qualified/ trained persons in the particular field: Supervisor Helper	

11	Does your Firm/Agency/Organisation is having annual turnover of Rs. 10,00,000/- (Rupees Ten Lakhs) in each year in the past three financial years.  2019-20  2018-19  2017-18	
12	Does your Firm/Agency/Organisation is having minimum working experience of 05 (FIVE) years (on 31 <sup>st</sup> March December 2019) in Annual Operation & Maintenance (AMC) of Water Softening Plant work?	
13	Out of total 05 (Five) years working experience, does your Firm/Agency/Organisation is having Two (2) years working experience of Central Govt. Offices/State Govt. Offices/IIT/IIM/NIT/Central Universities/State Govt. Universities in Annual Operation & Maintenance of Water Softening Plant work?	
14	Does your Firm/Agency/Organisation (Contractor) have been blacklisted, given any Warning Letter for non-performance and not put any penalty for lack of performance.	

Total \_\_\_\_\_ number of pages/ documents from S.No. \_\_\_\_\_ to \_\_\_\_\_ are uploaded with the tender document and all the duty numbered, signed and stamped on each page with office seal and date.

I/We have read the terms and conditions of the tender document and understand that in case of any of the statement furnished by the undersigned is found to be false OR if any / all the terms and conditions are not complied with, the tender is liable to be cancelled and the earnest money deposited shall be forfeited by IIML NC. I/We hereby agree to abide by all the terms & conditions of the tender document.

Date:

Place:

Signature of the authorized signatory of the agency  
Official seal/ stamp

## FINANCIAL BID

### **Name of Work: Supply, Installation, Testing, Commissioning & Five Years Comprehensive Operation & Maintenance of 100 KLD Water Softening Plant.**

I/We hereby bid for the execution of the above work within the time specified at the item wise **rate (in figures)** \_\_\_\_\_ **(in words)** \_\_\_\_\_ based on the Bill of Quantities and rates given therein in all respects and in accordance with the specifications, designs and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/ are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to IIM Lucknow in office the sums of money mentioned in the said conditions.

#### **Note:**

- i. Only one rate on the Bill of Quantities shall be quoted.*
- ii. Rate shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as nonresponsive.*
- iv. All duties, taxes, and other levies payable by the bidder shall be included in the rates quoted by the bidder.*

**Signature of Bidder**  
**Name of Bidder**

The above bid is hereby accepted by me on behalf of the Director - IIML dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020

**Signature of Officer by whom accepted**

## LETTER OF ACCEPTANCE (LOA)

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To,

M/s. \_\_\_\_\_  
(Name and address of the contractor)

Subject: \_\_\_\_\_  
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Director – IIML at your item wise rates in the Bill of Quantities and given therein.

You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

- a. The performance security/ performance guarantee of Rs. \_\_\_\_\_ (in figures) (Rupees \_\_\_\_\_ in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is \_\_\_\_\_ months including / excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

**Yours Faithfully**

## PERFORMANCE SECURITY

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name & address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until 3 (three) months from the date of expiry of the Defect Liability period.

Signature, Name and Seal of the guarantor \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No., Fax No., E-mail Address of Signing Authority \_\_\_\_\_

Date: \_\_\_\_\_

\* *An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

## BILL OF QUANTITIES (BOQ)

**General Description of work: Service and Repair work and Comprehensive 05 years Operation & Maintenance of 100 KLD Water Softening Plant.**

S. No.	Particulars of Item of Work	Qty.	Unit	Rate	Amount(in figure)	Amount (in words)	Remarks
I	II	III	IV	V	VI	VII	VIII
1	Supply Installation & Commissioning of Filtration Plant-10 cu.m / hour (Make- Ion Exchange).  Model-INDION MGF 800	01	Set				
2	Supply, Installation and Commissioning of U V System-10 cu.m / hour. (Make- Ion Exchange / Alfa)	01	No.				
3	Overhauling of Existing Softener Including Resin replacement and general overhauling. ( As per Ion Exchange standards and specifications)	01	No.				
4	Comprehensive Operation & Maintenance including Re-filling the Resin of Softening Plant with 01 – Supervisor and 01 – Helper in two shifts of 10 hrs. each.						
A	1 <sup>st</sup> - Year	01					
B	2 <sup>nd</sup> – Year	01					
C	3 <sup>rd</sup> – Year	01					
D	4 <sup>th</sup> – Year	01					
E	5 <sup>th</sup> – Year	01					
Total Amount (Rs. In Figure)							

**Total Amount (Rs. In Words \_\_\_\_\_)**

### **Terms and Conditions of Operation & Maintenance**

1. The agency will carry out the operation and maintenance of Water Softening Plant on regular basis.
2. The agency shall provide technically trained and competent Engineers for operation and regular maintenance of softening plant.
3. The agency should carry out any minor alterations and modifications in the Softener Plant for its better performance.
4. The agency shall keep the log book for maintaining the Softener Plant daily.
5. The reading for various parameters shall be taken. Reading of current shall be entered hourly and pH value for the dosing solutions shall be entered once a shift of 10 hrs.
6. The agency shall prepare Chemical solutions for dosing purposes for all unit operation.
7. The agency shall set the doses as per requirement and alter them, if required for getting the result.
8. The agency shall try the various chemicals for the dosing purposes for the best output and at most reasonable rates.
9. The agency shall look after day to day maintenance such as stopping the leakages in the air flow as well as in the water lines, oiling and greasing of the various rotating units.
10. One sample of treated water shall be tested on daily basis; the charges for the same shall be borne by the agency.
11. The dosing chemical supply by the agency and the charges will be borne by them.

# AGREEMENT FORM

## AGREEMENT

This agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) (hereinafter called " the Employer) and \_\_\_\_\_ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs \_\_\_\_\_.

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - i. Letter of Acceptance
  - ii. Contractor's Bid
  - iii. Condition of Contract: General and Special
  - iv. Contract Data
  - v. Bid Data
  - vi. Bill of Quantities and
  - vii. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_ in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_