

VOLUME II

EMPANELMENT CONTRACT

(please refer Clause 1.1.5 of the RFQ)

GUJARAT BIOTECHNOLOGY UNIVERSITY

Nr. GIFT City, GIFT City Road, Shahpur Village, Gandhinagar- 382355

Dated: [**/**/2022]

Sub: Empanelment of Architecture/Design/Consultancy firms for Various works at Gujarat Biotechnology University as per RFQ No. GBU/DTA/2022/07 dated 22/06/2022

Dear Applicant,

We had invited applications from eligible Applicants for provision and procurement of services from Architecture/Design/Consultancy firms for various works in the Gujarat Biotechnology University and we had released a Request for Qualification (“RFQ”) dated **22/06/2022** in furtherance of the same.

We received your application bearing in response to the RFQ and have evaluated the same. Pursuant to such evaluation, we have approved and selected your application for the purpose of empanelment. This letter is to inform that M/s [***] has been selected for empanelment with the Gujarat Biotechnology University (GBU) in following category as of the date of this letter.

Category	Value of Works*	Contract Fee as a percentage (%) of the Actual Value of works in Figures
****	****	****

**Value of Works- The total Construction and /or Construction and Maintenance cost of the project which would be finalized after selection of the Construction Agency and /or Construction and Maintenance Agency for the respective work.*

The empanelment and related transactions shall be subject to the terms and conditions (viz, Annexure I) attached with this letter, which shall form an integral part of this letter of empanelment. The empanelment shall entail your eligibility in regard to provision of the services as enumerated in Annexure II hereto.

Please ensure your presence at GBU’s office on [**] at [**] through your duly authorised signatory for execution of this contract for empanelment.

Regards,

Registrar,

Nr. GIFT City, GIFT City Road,

Shahpur Village, Gandhinagar- 382355, Gujarat

Email: registrar-gbu@gujarat.gov.in; info-gbu@gujarat.gov.in

Annexure I: Terms and Conditions

1 Definitions

In these terms and conditions, the following expressions shall (where the context so admits) have the following meaning:

- 1.1. “**Affected Party**” shall have the meaning set forth in Clause 6.1;
- 1.2. “**Applicant**” shall mean [*****Selected Applicant Entity’s Name*****];
- 1.3. “**Applicant Default**” shall have the meaning set forth in Clause 7.1;
- 1.4. “**Application**” shall mean the application bearing number [***] dated [***] submitted by the Applicant in furtherance of the RFQ;
- 1.5. “**Arbitration Act**” shall have the meaning as set forth in Clause 9.2 hereto;
- 1.6. “**Authority**” shall mean the Gujarat Biotechnology University;
- 1.7. “**Authority Default**” shall have the meaning set forth in Clause 7.3 hereto;
- 1.8. “**Dispute**” shall have the meaning set forth in Clause 9.1 hereto;
- 1.9. “**Effective Date**” shall be the date of signing of the agreement.
- 1.10. “**Force Majeure/ Force Majeure Event**” shall have the meaning set forth in Clause 6.1 hereto;
- 1.11. “**Indemnified Person**” shall have the meaning set forth in Clause 8 hereto;
- 1.12. “**Letter**” shall collectively mean this letter of empanelment dated [***], the terms and conditions attached therewith at Annexure I hereof and the scope of services set out in Annexure II;
- 1.13. “**Material Adverse Effect**” means a material adverse effect of any act or event or the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Letter and which act or event causes a material financial burden or loss to either Party;
- 1.14. “**Project**” shall mean the provision of Services, in accordance with this Letter and the RFQ;
- 1.15. “**RFQ**” shall mean the Request for Qualification dated **22/06/2022**, and the terms and conditions contained therein, published by the Authority;
- 1.16. “**Services**” shall have the meaning set forth in Clause 2.2 hereto as per the scope delineated at Annexure II;
- 1.17. “**GBU**” shall mean Gujarat Biotechnology University;
- 1.18. “**DST**” shall mean Department of Science and Technology, Government of Gujarat
- 1.19. “**Term**” shall have the meaning set forth in Clause 3.1.

2 General Terms and Scope of Services

- 2.1. The empanelment of the Applicant shall be subject to this Letter and the RFQ.
- 2.2. The Applicant shall provide various Architecture/Design/Consultancy services, as specifically set out at Annexure II (Scope of Services) (“Services”).
- 2.3. The Applicant shall not assign or sub-contract (through any device or arrangement whatsoever), its obligation to provide Services under the Project to any third party during the Term.
- 2.4. The Parties may mutually decide and agree on terms and conditions including rates that the Authority may charge in connection with the integration/ inter-

operability that is undertaken under this Letter; and for this purpose, if required, may execute an amendatory instrument.

3 Term of Empanelment

- a. The Applicant shall be validly empanelled for a period of 3 years commencing from the date of signing of this Letter by the Applicant, unless otherwise terminated in accordance with the terms of this Contract (hereinafter referred as the “**Term**”) with prior written notice of 30 days. The term can be extendable for further 2 years on such terms as may be mutually agreeable between Authority and Applicant.
- b. The Applicant shall provide the Services for the Term in accordance with all applicable laws and any instructions/ guidelines of the Authority as are in force, and as may be amended from time to time.

3A. Liability with respect to provision of Services by the Applicant

The Gujarat Biotechnology University (“**GBU**”), Department of Science and Technology (“**DST**”) or any other related department or their employees, officials and/ or representatives, shall not be responsible or liable in any manner for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way with the provision of Services by the Applicant under this Letter.

4 Representations and Warranties

- 4.1 The Applicant by virtue of empanelment hereby represents and warrants that:
 - a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Letter and to perform the Services contemplated hereby;
 - b) it has taken all necessary corporate and other actions under applicable laws to authorise the execution and delivery of the Services under this Letter and the RFQ, and to validly exercise its rights and perform its obligations under this Letter and the RFQ;
 - c) it has the financial and technical standing and capacity to undertake the Services and discharge its obligations hereunder, in accordance with the terms of this Letter and the RFQ;
 - d) this Letter constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Letter and the RFQ will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
 - e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Letter or matters arising thereunder including any obligation, liability or responsibility;

- f) the information furnished in the Application and as updated on or before the date of this Letter is true and accurate in all respects as on the date of this Letter;
- g) the execution, delivery and performance of the obligations under this Letter or the RFQ will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Letter or the RFQ or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Letter or the RFQ;
- i) to the best of its knowledge, it has not violated or defaulted on any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Letter or the RFQ and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Letter or the RFQ;
- j) it has complied with applicable laws in India, in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Letter or the RFQ;
- k) no representation or warranty by it contained herein or in any other document furnished by it to the Authority, or to any government instrumentality in relation to applicable permits, contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty;
- l) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing award of this Project or for influencing or attempting to influence any officer, employee, agent or advisor of the Authority in connection therewith;
- m) it shall be solely and fully responsible for the acts, defaults, omissions and neglects of its personnel including any sub-contractors deputed for undertaking, performing and executing the Services; and
- n) it shall be solely and fully responsible for all payments, salaries, costs, expense and liabilities of its employees, vendors any other personnel engaged by it for the purposes of providing the Services.

4.2 In the event that any occurrence or circumstance comes to the attention of the Applicant that renders any of its aforesaid representations or warranties untrue or incorrect, the Applicant shall immediately notify the Authority of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of the Applicant under this Letter or RFQ.

5 DELETED

6 Force Majeure

6.1 For the purposes of this Letter, “**Force Majeure**” or “**Force Majeure Event**” means an event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the “**Affected Party**”) from performing its obligations under this Letter, and which event or circumstance: (i) is beyond the reasonable control and not arising out of the default, of the Affected Party; (ii) the Affected Party has been unable to overcome by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a material adverse effect on the subsistence of this Letter or the performance of obligations thereunder.

Such events or circumstances shall include, without limitation:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, in each case involving or directly affecting India;
- b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage, in each case within India;
- c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project by the Applicant or any such affiliate or any of their respective employees, servants or agents;
- d) strikes, working to rule, go-slows and/ or lockouts, which are in each case widespread, nationwide or political;
- e) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;
- f) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
- g) epidemic or plague within India, including COVID 19 pandemic;
- h) any judgement or order of any court of competent jurisdiction or statutory authority made against the Applicant in any proceedings for reasons other than (i) failure of the Applicant to comply with any applicable law or applicable permit, or on account of any breach thereof, or of any contract by the Applicant, or (iii) enforcement of this Letter, or exercise of any of its rights under this Letter or the RFQ;

- i) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, no objection certificate, consent, approval or exemption required by the Applicant to perform its obligations under this Letter; provided that such delay, modification, denial, refusal or revocation did not result from the Applicant's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorisation, no objection certificate, exemption, consent, approval or permit; and
- j) any event or circumstances of a nature analogous to any events set forth in Clauses (a) to (i), above.

6.2 Measures to be taken by Affected Party

- a) The Affected Party shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum delay.
- b) The Affected Party shall notify the other party of the Force Majeure Event as soon as possible, and in any event not later than 7 (seven) days following the occurrence of such Force Majeure Event:
 - i) providing evidence of the nature and cause of such Force Majeure Event;
 - ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Letter;
 - iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - iv) any other information relevant to the Force Majeure Event.

The Affected Party shall similarly give notice of the restoration of normal conditions as soon as possible and in no case later than 7 (seven) days from the cessation of a Force Majeure Event.

- c) The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other party of the occurrence of the Force Majeure Event and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Letter.
- d) Upon the occurrence of any Force Majeure Event, the parties may agree on suitable mechanism including but not limited to extension of timelines by a period equal in length to the duration of the Force Majeure Event for fulfilment of their obligations under the contract.

6.3 Payments

At any time after the date of empanelment, if any Force Majeure Event occurs whereupon the Applicant is unable to provide the Services during the period for which such Force Majeure exists, each Party shall bear their respective costs

arising therefrom and therefore, no payment in lieu shall be made by either Party.

Cost estimates and Contract Fee

An abstract of the cost of the Services payable to the Applicant is set forth in Annex-IV of the letter

The Parties agree that the Contract Fee is% (..... percent) of the Actual Project Cost and shall be payable subject to and in accordance with terms hereof.

The overall payment milestones and schedule of payment of the Contract Fee is set forth in Annex III and shall be read together with terms herein.

The Contract Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority.

Currency of payment

All payments shall be made in Indian Rupees. The Applicant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.4 Allocation of costs

Upon the occurrence of any Force Majeure Event during the Term, the Applicant and the Authority shall bear their respective costs and no party shall be required to pay to the other party any costs thereof.

Save and except as expressly otherwise provided in this Letter, neither party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant thereto.

7 Termination

7.1 Save as otherwise provided in this Letter, in the event that any of the defaults specified below shall have occurred (“**Applicant Default**”), and the Applicant fails to cure the default within a cure period of 30 (thirty) days, or such longer period mutually agreed upon between the Parties, and unless the said default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure, the Applicant shall be deemed to be in default of this Letter, unless the default has occurred solely as a result of Force Majeure or due to a default of the Authority. The Applicant Default shall include, without limitation, any of the following defaults:

- a) the Applicant is in material breach of its obligations as laid down in this Letter with respect to any part or aspect of the Project;

- b) the Applicant abandons or manifests intention to abandon its obligations under this Letter without the prior written consent of the Authority;
- c) a breach of any of the terms and conditions of this Letter and/ or the RFQ by the Applicant has caused a Material Adverse Effect;
- d) the Applicant repudiates this Letter or otherwise takes any action or evidences or conveys an intention not to be bound by this Letter;
- e) there is a transfer, pursuant to law either of (i) the rights and/ or obligations of the Applicant under this Letter or of (ii) all or part of the assets or undertaking of the Applicant, and such transfer causes a Material Adverse Effect;
- f) an execution levied on any of the assets of the Applicant has caused a Material Adverse Effect;
- g) the Applicant is adjudged bankrupt or insolvent for the whole or material part of its assets, that has a material bearing on the Project;
- h) the Applicant has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- i) a resolution for winding up of the Applicant is passed, or any petition for winding up of the Applicant is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 15 (fifteen) days of the date thereof or the Applicant is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Applicant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Applicant under this Letter, and provided further that:
 - i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Letter; and
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Letter as at the date of empanelment;
- j) any representation or warranty of the Applicant herein contained which is, as of the date hereof, found to be materially false or the Applicant is at any time hereafter found to be in breach thereof;
- k) the Applicant submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- l) the Applicant has failed to fulfil any obligation, for which failure termination has been specified as a consequence in this Letter; or
- m) the Applicant commits a default in complying with any other provision of this Letter, if such a default causes a Material Adverse Effect on the Authority.

7.2 Without prejudice to any other rights or remedies which the Authority may have under this Letter, upon occurrence of an Applicant Default which is not cured within the specified cure period, the Authority shall be entitled to terminate the empanelment granted by this Letter by issuing a termination notice to the Applicant; provided that before issuing the termination notice, the Authority shall, in writing, inform the Applicant of its intention to issue such termination notice and grant 15 (fifteen) days to the Applicant to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice, subject to the provisions of this Clause.

7.3 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a cure period of 30 (thirty) days or such longer period as has been agreed upon between the Parties, the Authority shall be deemed to be in default of this Letter (“**Authority Default**”) unless the default has occurred as a result of any breach of this Letter by the Applicant or due to Force Majeure. The defaults referred to herein shall include:

- a) the Authority commits a material default in complying with any of the provisions of this Letter and such default has a Material Adverse Effect on the Applicant;
- b) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

7.4 Without prejudice to any other right or remedy which the Applicant may have under this Letter, upon occurrence of an Authority Default which remains uncured upon expiry of the cure period, the Applicant shall, be entitled to terminate this Agreement by issuing a termination notice to the Authority; provided that before issuing the termination notice, the Applicant shall by a notice inform the Authority of its intention to issue the termination notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the aforementioned termination notice.

7.5 Survival of Rights

Notwithstanding anything to the contrary contained in this Letter, any termination pursuant to the provisions of this Letter shall be without prejudice to the accrued rights of either Party including its right to claim and recover damages, and other rights and remedies, which it may have in law or contract.

The Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to recover and appropriate the damages under this Contract from the Performance Security provided by the Agency under this Contract.

8 Indemnity

The Applicant shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, including the Authority (“**Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Applicant of any of its obligations under this Letter or the RFQ or any related agreement or on account of any defect in the provision of Services by the Applicant, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this on the part of the Indemnified Persons.

The Authority will indemnify, defend, save and hold harmless the Applicant against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of the breach by the Authority of any of its obligations under this Letter, which materially and adversely affect the performance by the Applicant of its obligations under this Letter, save and except where any such claim, suit, proceeding, action, and/ or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Letter or any related agreement and/ or breach of statutory duty on the part of the Applicant, its subsidiaries, affiliates, servants or agents whereupon the same shall be the liability of the Applicant.

9 Dispute Resolution

- 9.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Letter or the RFQ (including their interpretation), and so notified in writing between the Applicant and the Authority (“**Dispute**”) shall, in the first instance, be resolved by the Parties through amicable settlement. Either Party may call upon the designated official of the Authority to assist the Parties in arriving at an amicable settlement thereof.
- 9.2 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.1, shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“**Arbitration Act**”) as amended from time to time. The venue and seat of such arbitration shall be Gandhinagar, and the language of arbitration proceedings shall be English.
- 9.3 The arbitration shall be conducted by a sole arbitrator who shall be mutually appointed by the Parties and whose decision shall be final and binding on both the Parties. The arbitrator shall make a reasoned award and such award shall be carried out without any delay.

9.4 Notwithstanding any of the foregoing, but subject to clause above relating to arbitration, the courts in Gandhinagar shall have exclusive jurisdiction over any Disputes. This Letter shall be construed and interpreted in accordance with and governed by the laws of India.

10 Miscellaneous

10.1 Exclusion of Implied Warranties

This Letter expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

10.2 Survival

Termination shall:

- a) not relieve the Applicant or the Authority as the case may be, of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except any provision of this Letter expressly limiting the liability of either Party, either Party shall not be relieved of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

10.3 Entire Letter

This Letter, Recitals and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Letter are abrogated and withdrawn.

10.4 Severability

If for any reason whatever, any provision of this Letter is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under Clause 9.

10.5 No Partnership

This Letter shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.6 Third Parties

This Letter is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Letter shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Letter.

10.7 Successors and Assigns

This Letter shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.8 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Letter shall be in writing and in English language.

10.9 Counterparts

This Letter may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Letter.

10.10 Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Letter:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Letter;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Letter in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Letter or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

10.11 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Letter shall be in writing and shall:

- (a) in the case of the Applicant, be given by facsimile or e-mail and by letter delivered by hand to *[specify name and address of the Applicant's contact person]* or to such other person as the Applicant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Registrar, Gujarat Biotechnology University, Nr. GIFT City, GIFT City Road, Shahpur Village, Gandhinagar-382355, Gujarat with a copy delivered to such other person as the Authority may from time to time designate by notice to the Applicant;
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

10.12 Performance Security

The Applicant for the performance of its obligations hereunder during the Term, provide to the Authority on or prior to the Effective Date, an irrevocable and unconditional guarantee from a scheduled commercial bank for a sum equivalent to 3% of the Contract Fee when any contract is awarded to them for providing the services.

The Performance Security shall be released after 90 days post expiry of the Term of the respective contract.

Annexure II: Scope of Services

1 Introduction

The Gujarat Biotechnology University (hereinafter referred to as “**GBU**” or “**Authority**”) is functioning as an autonomous body under the aegis of the Department of Science & Technology (“**DST**”), Government of Gujarat. GBU was established under the GBU Act 2018 through DST notification in October 2018. GBU is headed by the Chief Secretary to Government of Gujarat, as the Chairman of the University and the Secretary, Department of Science and Technology acts as its Director General of the University. The other members of its governing body include senior officials of the Government of Gujarat, scientists, technocrats, etc., from renowned institutions. The day to day working of GBU is looked after by the Registrar and officers at the GBU.

The University is in collaboration with the University of Edinburg (UoE) and aims to create a culture of excellence and innovation with entrepreneurship at its core. GBU offers Masters by Research and PhD biotechnology programmes with a strong translational focus, aiming to deliver biotechnology solutions for society, engaging with the vibrant life science industry in Gujarat, and across India.

GBU envisions to be a world-class, academic, research-driven institution and a foundry of transformational knowledge which will train and prepare biotech scientists in cutting-edge, product-focused research to create and deliver a strong pipeline of innovative products for the Bharat (India) of tomorrow.

The Master plan of GBU was initially conceptualised in 2018, however it is yet to be finalised with details. The total area allotted to GBU 23 acres of which 13 acres has been kept as reserved. Further, of the 10Acre land allotted, 8 acres is available for development after necessary deductions from GUDA.

Current facilities at GBU include the GBU Main Academic Building comprising of following:

- Office Spaces for 35 Faculties & 4 Executive Cabins
- Admin Room
- Conference Room
- Auditorium of 200 Capacity
- 4 General Laboratories
- 6-8 Meeting Rooms
- 5 Classrooms
- Library and Computer Lab
- Around 15 specialised research labs
- Canteen and Indoor Sports area
- Parking

For furthering the vision of education with research additional Research and Student facilities need to be developed in the remaining area. The future facilities include the following,

- Containment Greenhouse facility
- Animal House facility

- Open Farm area
- Research Building
- Research Park and Incubation Center
- Hostel/ Accommodation facility for Students, Staff and Visiting Guest
- Mess Facility
- Outdoor Sports/ Interaction Facility

2 Scope of work

The scope of the works will include but not to be limited to the tasks mentioned below:

A. For the New Facilities at Gujarat Biotechnology University, Gandhinagar

i. Services during Design Phase

Activity	Deliverables (including but not limited to and after due approval of the Authority)-
Concept Development	Conceptual Masterplan/ Site plan
	Conceptual Plans, Elevations & Sections with zoning & Areas demarcated for all proposed development options
	Rendered 3D views with walkthrough (walkthrough only if value of works more than 50 Crores)
	Block Cost Estimate with Finishing Schedule
Studies and Investigations	Design Basis Report inclusive of
	1. Contour /Topographic survey, Soil investigation or any other survey as per Project requirement.
	2. Facilities List for consideration and selection
	3. Associated concepts for incorporation as per best practice.
Environmental Clearance for the Project as per the norms	
Detailed Design and Cost Estimation	Detailed Design Report:
	1. Masterplan & Site plan with external services, coordinated plan and landscape drawings with hardscape & softscape details.
	2. Detailed architectural drawings with Plans, Elevations, Sections & various standard details and coordinated services.
	3. Interior package including details of all zones with all proposed elements/ facilities, laboratories(complete detailing for the research space including but not limited to workspace, hotdesking, meeting space, equipment space with supporting infrastructure),with false ceiling flooring & wall cladding/ partitions general as well as in line with a biotech research environment wherever required.

	4. Final Rendered 3D views (including interiors) with updated walkthrough if any
	5. Detail drawings of all services including Structure, HVAC, Electrical, ICT, plumbing & firefighting & other specialized services.
	6. Detail cost estimate with Specifications and Make with finishing schedule including but not limited to components, fixtures and fittings, flooring, building finishes, roof and ceiling, interiors including furniture or seating area, laboratory furniture and fixtures and walls, show casings and enclosures.
	Inputs to Construction Contract:
	Draft RFQ and contract document including all technical schedules, specifications, drawings and inputs as would be required for the Appointment of the CMA by the Authority.
Approval from Independent Engineer	Approval from independent engineer / R&B on the drawings provided. Independent Engineer shall be appointed by the Authority.

II Services during Construction Phase

- The DTA shall, on behalf of Authority, apply for and obtain all the statutory approvals, licenses and permits required to commence the construction works.
- The DTA shall on finalisation of the Construction agency tender submit the timeline for submission and approval of drawings.
- The DTA shall prepare and submit working/construction drawings and details for proper execution of work during construction.
- The DTA shall ensure that all the construction is done as per the specifications to which the detailed design has been made.
- The DTA shall submit daily progress report and monthly report to the Authority on status of construction works with respect to the agreed schedule. The monthly report shall also include a progress bar chart with respect to the planned schedule.
- Monitor the construction obligations being discharged by the Construction / Implementing Agency and keep the Authority informed about its compliance.
- Keep the Authority informed about compliance or any variance from the completion schedule and recommend to the Authority steps or amendments (if any) required to ensure timely completion of the construction of the Project;
- The DTA shall maintain all records for quality compliance. Further, Review and report to the Authority as to whether the Quality Assurance System complies with the requirements of standards stipulated by the Authority and provide to the Authority details of the non-compliance, as soon as reasonably practicable;

- Review any issue/ concern raised by the CMA and suggest authority on the possible actions that can be taken within 7 days of receipt of such letter.
- Inspect completed works on receipt of a notice and advice Authority if the Construction Management / Implementation Agency has discharged all its obligations and if a completion certificate can be issued by the Authority;
- Conduct periodic audits of Operations and Maintenance obligations of the Construction Management / Implementation Agency for compliance with the Authority's requirements;
- Review the periodic condition surveys to establish compliance with the performance specifications specified in the Authority's requirements
- Any other obligations required by the Authority at the time of appointment of the Construction Management / Implementation Agency
- Suggest modifications in the Construction Management / Implementation Agency's work program method statements, material sources etc., including activity scheduling and resource programming for timely completion of work;
- The DTA shall approve the setting out of the works;
- The DTA shall verify, and if necessary, order correction of, the as-built drawings (if any) supplied by the CMA;
- The DTA shall ensure a system of Quality Assurance of works; approve materials and sources of materials; review all bituminous mix designs and concrete mix designs proposed by the CMA and approve/suggest modifications in the mix design, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality.
- The DTA shall check the setting up of laboratory (including calibration of equipment) and field tests carried out by the CMA and develop a mechanism in consultation with Authority to carry out adequate number of independent tests other than the regular testing done by Contractor;
- The DTA shall make independent measurements, day to day records of material consumption in the format as approved by authority and quality checks towards realization of the CMA's milestone and ensure that all necessary documentation is provided in support of the realization of the works completed against the milestone
- The DTA shall monitor and check the day to day quality control of the works carried out under the Contract, keep all records as per the directions of the Authority and verify completion of milestones/ interim work, when the quality of the works is satisfactory, and the works have been carried out as the requirements laid in the contract.
- The DTA shall direct the CMA, on behalf of the Authority, in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
- The DTA shall direct the CMA, on behalf of the Authority, to carry out all such works or to do such things as may be necessary in his opinion to avoid or

to reduce the risk of any emergency affecting the safety of life or of adjoining property.

- The DTA shall direct the CMA to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which may arise due to construction operations
- The DTA shall direct the CMA to take all necessary steps to maintain the rate of progress of works as per the approved Programme Schedule of the CMA on monthly basis; Further it should develop a program schedule in consultation with CMA in case of deviation of timelines by CMA.
- The DTA shall verify the As built drawings supplied by the CMA;
- The DTA shall assist/advise Authority for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule;
- The DTA shall prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report; The copy of the same shall be submitted to Authority as well as CMA.
- DTA shall assist the Authority in taking over the works from the CMA for each section, in particular by preparing list of punch-points and deficiencies which need to be corrected/completed;
- DTA shall assist the Authority in co-ordination works with different executing agencies (if any) and support in timely implementation of the project;
- In the event that the CMA carries out any remedial works for removal or rectification of any defects or deficiencies, the DTA shall require the CMA to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards
- DTA shall carry out planning, scheduling and monitoring of the projects using appropriate IT tools and techniques as approved by the Authority.
- The DTA shall deploy the manpower on full time and/or parttime as per the mutually agreed discussion between Authority and DTA. The DTA shall assess its scope during the construction phase and deploy manpower in addition to the above, as and when required.
- The DTA shall support the Construction and Maintenance Agency (CMA) for obtaining the Project Completion certificate from Authority on successful test run and commissioning of the Project. For the avoidance of doubt, it is clarified that liaising and obtaining all statutory and necessary approvals required prior to commencement of construction shall be the responsibility of the DTA.
- Contract management and support in certification of milestones of the respective part of the Project.
- Handholding support to the Authority during various meetings/interactions with stakeholders as well as support the Authority in preparation of project

specific presentations, project specific proposals, procurement outcomes, budget utilization report, drafting application for various approvals from concerned authorities.

- The DTA shall inform the authority for any variation in scope of CMA and ensure necessary approvals of authority for execution of the same.
- Manpower during Construction Phase. The DTA shall provide following manpower during the Construction Phase full time on project site.

Category	Value of Works	Position	No.s	Qualification
1	Upto 15 Crores	Construction Manager	1	B.E. Civil Engineering + minimum 7 years of work experience
2	More than 15 Crores but less than 100 Crores	Construction Manager	1	B.E. Civil Engineering + minimum 10 years of work experience
		Project Engineer Civil/ Electrical/ Mech.	1	B.E. Civil/ Electrical/ Mech.+ minimum 5 years of work experience
		Subject Expert (Biotech background on intermittent basis to support in design and supervision for development of labs)	1	Postgraduation + min 7 years experience in biotechnology and allied discipline OR PhD + min 5 years experience in biotechnology and allied discipline
3	More than 100 Crores	Construction Manager	1	B.E. Civil Engineering + minimum 10 years of work experience
		Project Engineer Civil/ Electrical/ Mech.	3	B.E. Civil/ Electrical/ Mech.+ minimum 5 years of work experience
		Subject Expert (Biotech background on intermittent basis to support in design and supervision for development of labs)	1	Postgraduation + min 7 years experience in biotechnology and allied discipline OR PhD + min 5 years experience in biotechnology and allied discipline

The above indicated manpower is the minimum expected manpower required to be deployed by the Applicant during the Construction Phase until the handover is taken by the Authority.

The DTA shall assess its scope during the construction phase and deploy manpower in addition to the above, as and when required. Further, 1 person shall be deployed after handover of the building for 1 year or till the maintenance phase of the project, whichever is more.

B. For the upgradation of the existing facilities in the Gujarat Biotechnology University, Gandhinagar

i) Conduct assessment studies and Concept Development

- Prepare design brief based on instruction/directives of Authority
- Carry out site evaluation and analyse impact of existing and/or proposed development on its immediate environs.
- Prepare detailed project report consisting as is analysis of the building/ facility with estimated cost of redevelopment and proposed changes in the facility.
- Providing recommendation on which part/area/laboratory/ research area to be salvaged, which part/area to be retained and which part/area to be upgraded.
- Assess and recommend optimal utilization of buildings and collections in the office/ research/ meeting spaces possession, including adequacy of manpower, essential logistics and proper maintenance, in consultation with authority.
- Identify requirements and propose development / enhancement of facilities such as toilets, café, drinking water, etc.
- Assist the Authority in framing guidelines for renovation of the building in a fixed time schedule by exploring the techniques and practices available world over for renovation of educational/ research building. The guidelines should consist of details as to when and how the various part of building will be taken for renovation with a view to ensure that operation of the building continues without interruption.
- Assess the maintenance of building and frame scorecards and KPI.
- The DTA shall verify available drawings of the building/site if any and prepare a base map of the Project building/site.
- The DTA shall carry out benchmark studies of similar facilities from across the world and carry out an analysis of the facilities.
- The DTA shall prepare and present to the Authority conceptual plans, preliminary concept drawings, preliminary concepts for research spaces as well as presentation in accordance with Authority's vision for the respective Projects. These plans, drawings and concepts shall form the basis of detailed engineering and drawings, final technical specifications, and final cost estimates with detailed measurements.

ii) Studies and Investigations

- Conduct Contour /Topographic survey, Soil investigation or any other survey and submit report as per Project requirement.

- Prepare list of spaces/changes for consideration and selection.
- Suggest associated concepts for incorporation.
- Liaising and obtaining all necessary and statutory approvals including environmental clearance as may be required for the Project as per relevant norms.

iii) ***Detailed Design and Cost Estimation:***

- Redesigning building spaces based on required/ suggested changes and engage the existing space. Design will also be done considering the movement plan and number of occupants of the facility.
- Prepare the service plans for circulation, entry-exit plans considering emergency situations and others including plans for transportation of movable and immovable components, machinery or equipment as per requirement and in compliance with national and international standards.
- Prepare detailed architectural drawings, technical specifications, structural designs & all MEPF, façade drawings etc., and schedule of materials and finishes for all components of the Project including infrastructure and services required for upgradation and development of the building.
- Develop landscape plan along with detailed drawings and specifications if any
- Prepare service plans related to water supply, sewerage, storm water drainage, specialised gases, solid waste management, fire hydrants schemes, roads, street lighting, telephone system, electrical, Internet cabling and other related or other specialized services.
- Detailing of each item should include BOQ, estimated cost, specifications, and list of recommended makes/manufacturers/suppliers.
- Detailing of each proposed item should include quantity, rate, specifications, and make/brand.
- Submit the detailed designs and cost estimates with measurements to the Authority for approval
- Provide all the required drawings/specifications/estimates as would be required towards appointment of the Contractor by the Authority
- The DTA shall develop a phase wise execution plan and execution strategy encompassing pragmatic timelines for all major milestones of the Project development, such that the daily operation of building is not affected.

iv) ***Approval from Independent Engineer:***

- The DTA shall be responsible for liaising and obtaining approval from independent engineer on the drawings prepared and submitted as may be required. Independent Engineer shall be appointed by the Authority. The structural drawings shall be approved from Engineer, R&B

v) ***Construction Supervision for the facility.***

- The DTA shall, on behalf of Authority, apply for and obtain all the statutory approvals, licenses and permits required to commence the construction works.

- The DTA shall on finalisation of the Construction agency tender submit the timeline for submission and approval of drawings.
- The DTA shall prepare and submit working/construction drawings and details for proper execution of work during construction.
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- Any other obligations required by the Authority at the time of appointment of the Construction Management / Implementation Agency
- Suggest modifications in the Construction Management / Implementation Agency's work program method statements, material sources etc., including activity scheduling and resource programming for timely completion of work;
- The DTA shall approve the setting out of the works;
- The DTA shall verify, and if necessary, order correction of, the as-built drawings (if any) supplied by the CMA;
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modifications in the mix design, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality.

- The DTA shall check the setting up of laboratory (including calibration of equipment) and field tests carried out by the CMA and develop a mechanism in consultation with Authority to carry out adequate number of independent tests other than the regular testing done by Contractor;
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- Contract management and support in certification of milestones of the respective part of the Project.
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		Project Engineer Civil/ Electrical/ Mech.	1	B.E. Civil/ Electrical/ Mech.+ minimum 5 years of work experience
		Subject Expert (Biotech background on intermittent basis to support in design and supervision for	1	Postgraduation + min 7 years experience in biotechnology and allied discipline OR PhD + min 5 years experience in biotechnology and allied discipline

		development of labs)		
3	More than 100 Crores	Construction Manager	1	B.E. Civil Engineering + minimum 10 years of work experience
		Project Engineer Civil/ Electrical/ Mech.	3	B.E. Civil/ Electrical/ Mech.+ minimum 5 years of work experience
		Subject Expert (Biotech background on intermittent basis to support in design and supervision for development of labs)	1	Postgraduation + min 7 years experience in biotechnology and allied discipline OR PhD + min 5 years experience in biotechnology and allied discipline

The above indicated manpower is the minimum expected manpower required to be deployed by the Applicant during the Construction Phase until the handover is taken by the Authority. The DTA shall assess its scope during the construction phase and deploy manpower in addition to the above, as and when required. Further, 1 person shall be deployed after handover of the building for 1 year or till the maintenance phase of the project, whichever is more.

Annexure III: Payment Schedule

(Refer Clause 6.3)

The Payment to the Applicant as per the following Milestones (“**Payment Milestones**”)-

The schedule of payments to the Applicant shall be as under:

Milestone No.	Description of Milestones – Progress in Performing the Activities in Terms of Reference	Completion Timeline from Effective Date, (on or before)	Payment as % of Fee-
For the New Buildings in the Gujarat Biotechnology University, Gandhinagar			
1	Completion of Concept Development for New Building Including All Services, Utilities and Infrastructure Required for the entire Project as per the Terms of Reference	To be decided Mutually between Authority and DTA	3%
2	Completion of Studies and Investigation for New Building including all Services, utilities and infrastructure required for the entire Project as per the Terms of Reference	To be decided Mutually between Authority and DTA	3%
3	Completion of Detailed Design and Cost Estimation for New Building Including All Services, Utilities and Infrastructure Required For the Entire Project as per the Terms of Reference	To be decided Mutually between Authority and DTA	3%
4	Completion of Approval from the Independent Engineer/ R&B for the Detailed Design for New Building Including All Services, Utilities and Infrastructure Required For the Entire Project as per the Terms of Reference	To be decided Mutually between Authority and DTA	3%
5	After selection and issuance of the LOA to the Construction Maintenance Agency (s)/Construction Agency(s)/Implementing Agency(s)	To be decided Mutually between Authority and DTA	20% Minus total payment made in Milestone No. 1 through Milestone No.4

Milestone No.	Description of Milestones – Progress in Performing the Activities in Terms of Reference	Completion Timeline from Effective Date, (on or before)	Payment as % of Fee-
6	Payment in proportion to the works completed by the Construction Maintenance Agency (s)/Construction Agency(s)/Implementing Agency(s) (financial progress in value terms).		50%
7	Balance payment will be released 3 months after the handover of the building after all necessary NoCs and approval and follow up of performance monitoring of the Implementing agency and corrective measures on need basis.		100% minus total payment made in Milestone No. 1 through Milestone No.6)

For S.No. 1 to 4 calculation of the Fee shall be based on Estimated Project Cost which will be decided mutually by Authority and DTA; and shortfall/excess amount shall be reconciled once Actual Project Cost is finalised i.e. after the Construction and Maintenance agency fee is finalized.

For S.No. 5 to 6 calculation of the Fee shall be based on the Actual Project Cost i.e. after the Construction and Maintenance agency fee is finalized.

For S.No. 7 calculation of the Fee shall be based on the Actual Project Cost in executing the project by Construction and Maintenance agency.

Excludes any additional time taken by the Independent Engineer appointed by the Authority or Engineer, R&B in reviewing the detailed designs and drawings.

Milestone No.	Description of Milestones – Progress in Performing the Activities in Terms of Reference	Completion Timeline from Effective Date, (on or before)	Payment as % of Fee for redevelopment/upgradation project
For the upgradation of the existing facilities in the Gujarat Biotechnology University, Gandhinagar			
1.	Completion of assessment studies, Concept Development for Redevelopment/Upgradation Project Including All Services, Utilities and Infrastructure Required for the entire Project as per the Terms of Reference.	To be decided Mutually between Authority and DTA	3%
2.	Completion of Studies and Investigation for Redevelopment/Upgradation Project including all Services, utilities and infrastructure required for the entire Project as per the Terms of Reference.	To be decided Mutually between Authority and DTA	3%
3.	Completion of Detailed Design and Cost Estimation for Redevelopment/Upgradation Project Including All Services, Utilities and Infrastructure Required For the Entire Project as per the Terms of Reference	To be decided Mutually between Authority and DTA	3%
4.	Completion of Approval from the Independent Engineer for the Detailed Design for Redevelopment/Upgradation Project Including All Services, Utilities and Infrastructure Required For the Entire Project as per the Terms of Reference if any	To be decided Mutually between Authority and DTA	3%
5.	After selection and issuance of the LOA to the Construction Maintenance Agency (s)/Construction Agency(s)/ Implementing Agency(s)	To be decided Mutually between Authority and DTA	20% Minus total payment made in Milestone No. 1 through Milestone No.4
6.	Payment in proportion to the works completed by the Construction Maintenance Agency (s)/Construction Agency(s)/Implementing Agency(s) (financial progress in value terms).		50%

Milestone No.	Description of Milestones – Progress in Performing the Activities in Terms of Reference	Completion Timeline from Effective Date, (on or before)	Payment as % of Fee for redevelopment/ upgradation project
7.	Balance payment will be released 3 months after the handover of the building after all necessary NoCs and approvals and follow up of performance monitoring of the Implementing agency and corrective measures on need basis.		100% minus total payment made in Milestone No. 1 through Milestone No.6

For S.No. 1 to 4 calculation of the Fee shall be based on Estimated Project Cost which will be decided mutually by Authority and DTA ; and shortfall/excess amount shall be reconciled once Actual Project Cost is finalised i.e. after the Construction and Maintenance agency fee is finalized.

For S.No. 5 to 6 calculation of the Fee shall be based on the Actual Project Cost i.e. after the Construction and Maintenance agency fee is finalized.

For S.No. 7 calculation of the Fee shall be based on the Actual Project Cost in executing the project by Construction and Maintenance agency.

Excludes any additional time taken by the Independent Engineer appointed by the Authority or Engineer, R&B in reviewing the detailed designs and drawings.

Annexure IV: Cost of Services⁺

Total Contract Fee is% (.....percent) of Actual Project Cost ⁺
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+The Contract Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority. The Contract Fee shall be payable as per terms of Clause 6.3 read together with Annexure III.