

Volume II - RFP for Selection of Facility Management Agency for Gujarat Biotechnology University



Government of Gujarat

Department of Science and Technology
Government of Gujarat



Request for proposal

Volume 2: Draft Agreement

Volume 2: RFP for Selection of Facility Management Agency for Gujarat Biotechnology University



Gujarat Biotechnology University
Near GIFT City, Shahpur Village
Gandhinagar – 382355
Gujarat, India

RFP No. GBU/FM/2022-23/08/XXXX

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1 Form of Contract

This Agreement is made on _____ day of _____ 2022 at Ahmedabad, Gujarat.

By & Between

Gujarat Biotechnology University, represented by _____ and having its office at **Near GIFT City-City, Shahpur village, Gandhinagar -382 355, Gujarat, India**, hereinafter referred to as the "GBU" or "Authority" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**;

And

M/s _____, having its registered office at _____, _____, and represented herein through _____, the Authorised Signatory, as authorized vide power of attorney dated _____ 2021 (hereinafter referred as the "Agency", which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the **Second Part**.

Each of the parties of the First and Second are hereinafter, as the context may admit or require, individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. GBU is functioning as an autonomous body under the aegis of the Department of Science & Technology ("DST"), Government of Gujarat ("GoG"). Government of Gujarat has established Gujarat Biotechnology University (GBU) through GBU Act, 2018. 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.
- B. GBU is envisioned 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. GCSC has developed various galleries and infrastructure with a vibrant Nature Park and other common facilities for the visitors.
- C. GBU proposes to appoint an agency (hereinafter referred to as "Agency") for the facilities management works of Gujarat biotechnology University, Gandhinagar, Gujarat (hereinafter referred to as the "Project") as per the provisions of this RFP and the agreement. The Authority had invited bids through competitive bidding process for Selection of Facility Management Agency for Gujarat Biotechnology University, Gandhinagar, Gujarat. The bidding process involved issuance of the Request for Proposal (RFP) document dated **DD-MM-YYYY** containing inter-alia the technical and financial eligibility criteria for selection of the Preferred Bidder for award of the Project as ~~per~~ per the terms and conditions.
- D. On evaluation of submitted bids, the Authority accepted the bid of the Preferred Bidder and issued Letter of Award (LoA) No. _____ dated _____ 2022 (hereinafter called the "LoA") to the Preferred Bidder requiring, inter alia, the execution of this Agreement within 15 (fifteen) days

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of the date of issue thereof.

- E. Following the issue of the Letter of Award (LoA) and; submission of Performance Security of INR _____ (Indian Rupees _____ only) in the form of unconditional and irrevocable bank guarantee from a Nationalised Bank or any other bank specified in Government of Gujarat, GR No: EMD/10/2021/7729/DMO dated April 12, 2021 (and as amended from time to time); in favour of the Authority; and in terms thereof, the Authority has agreed for O&M of the Project by the Agency on the terms, conditions and covenants hereinafter set forth in this Agreement.
- F. The Agency acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Project, legal due diligence, Project Sites/Facilities, its obligation to operate, manage and maintain the Project, and on the basis of its independent satisfaction hereby agrees to operate, manage and maintain the Project at its cost and expense in accordance with the Price bid submitted by the Agency and accepted by the Authority and other terms and conditions of this Agreement.
- G. The Agency acknowledges and confirms that it has gone through the drawings / layout plans of the above referred property specifying the tentative area to be offered to the Agency for Operation, Management & Maintenance. Agency further confirms that having gone through the Drawing(s) and understanding that the tentative area as mentioned in the Drawing(s) will only be offered under the said agreement on the "AS IS WHERE IS BASIS". The tentative area offered under the said agreement is placed at **Schedule - 2**.
- H. The Agency further acknowledges that the lump sum amount quoted in the price bid is only for the scope of works specified as per Clause 3 of Agreement and the Authority would be limiting its activities during the operations period within such specified area only.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows.

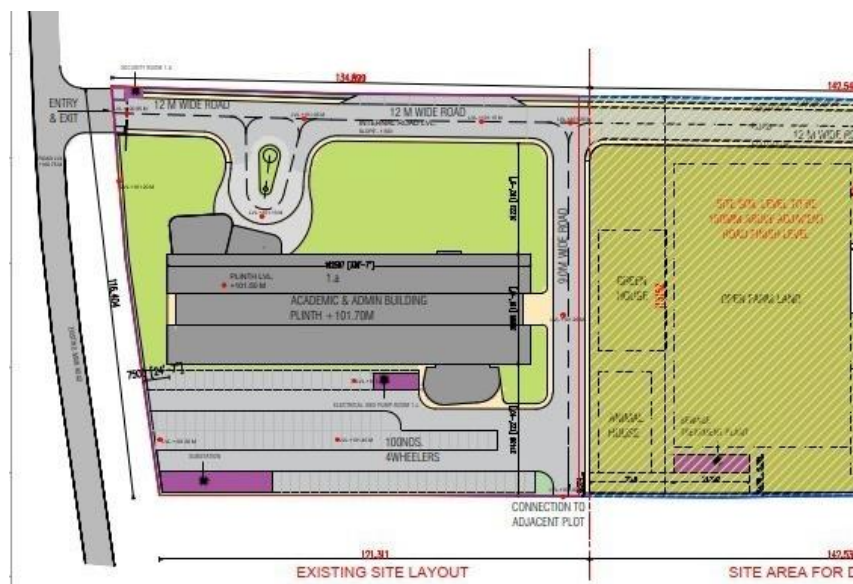
NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) General Conditions of Contract (hereinafter called "GC")
 - (b) Special Conditions of Contract (hereinafter called "SC")
 - (c) Amendments, Corrigendum
 - (d) The Tender notice
 - (e) Authority shall have the right to modify/amend/include any additional/special conditions in this contract towards ensuring successful execution of scope of work by the agency.
2. The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Contract; in particular
 - (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Authority shall make payments to the Agency in accordance with the Provisions of the Contract.

2 Operations and Maintenance of Gujarat Biotechnology University

2.1 Project Brief (Existing):

The Gujarat Biotechnology University (“GBU” or “Authority”) is functioning as an autonomous body under the aegis of the Department of Science & Technology (“DST”), Government of Gujarat (“GOG”). Government of Gujarat has established Gujarat Biotechnology University (GBU) through GBU Act, 2018. 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.



2.1.1 Existing Area Details:

SR.NO.		PH1		PH2	
		SQ.M	SQ.FT	SQ.M	SQ.FT
1	Plot Area	14,688.58	1,58,108	8,314.95	89,502
2	Building footprint area	3,701.23	39,840		
3	Site Development area (excluding building plinth area)	10,987.35	1,18,268		

2.1.2 Floor wise Area Break up:

Sr. No.	Floor Level	Construction area				Floor Height	
		-	SQ.M	-	SQ.FT	0.60	MT.
1	Plinth						

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Sr. No.	Floor Level	Construction area			Floor Height	
			SQ.M	SQ.FT	MT.	MT.
2	Ground floor	2,158.88	23,238	3.80	MT.	
3	First floor	2,746.37	29,562	3.75	MT.	
4	Second floor	2,698.55	29,047	3.75	MT.	
5	Terrace floor	137.38	1,479	5.00	MT.	
	Total	7,741.18	83,326	11.90	MT.	

Areas excluded in the above calculations but to be included for works by the agency:

- Construction is the slab area of the useable floor area. Arch Projections are not included.
- The above area table excludes the architectural projection max till 600mm on all floors and all sides of the building
- The open to sky area is considered as cut out for the central passage space.
- Double slab provisions at 2nd floor level is considered twice as per the size.
- Fabricated roof is not considered in the above calculations.
- Services structure like STP, Sub-station, Underground water tank, etc is excluded in the above calculations.

2.2 Scope of work

The following minimum scope of work is required at the locations / area as mentioned in the area details. Final scope of work would be jointly finalized by the selected Agency and GBU.

- Running, Operation & Maintenance of utilities, services, and equipment
- Housekeeping (Includes cleaning of roads, terraces, and solar panels)
- Pest Control
- Horticulture
- Providing of office assistants / account assistants / Peons / helpdesk or front desk personnel, etc. on a need basis as and when requested by the Institute
- Liaison with local authorities for renewal of statutory licences/permissions for operations

2.2.1 OPERATIONS & MAINTENANCE SERVICES – BROAD OUTLINE:

This scope of work essentially indicates Running Operations & Maintenances services pertaining to upkeep & smooth working of the equipment. Required Preventive Maintenance will be carried out for the equipment's at the institute as per benchmarked maintenance practices / OEM manuals.

2.2.1.1 Manpower

Scope – To Provide and maintain proper & efficient engineering services in the premises by deploying sufficient number of trained, experienced and competent technical personnel. All statutory requirements like PF, ESIC will be met with. Necessary training to staff will be provided by Facilities Management Company.

- Carry out day to day activities required in Operations that includes Operations and monitoring of Utility services equipment, logging of all related parameter pertaining to the equipment, assessing the data and initiating necessary actions depending on the analysis of data/records.

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- Carry out maintenance services at specified intervals as per the OEM service / operations manuals. (See Detailed Scope of Work)
- Coordinating with AMC contractors for Break down maintenance & follow up as required. Continuous efforts will be made to minimize the down time of equipment.

2.2.1.2 Materials, Consumables & Spares

- All the consumable material such as material required for cleaning of equipment and machinery, minor repairs of doors windows, furniture, plumbing etc, other than major items such as Diesel and lubricating oil. spares/parts needed for major repairs and maintenance will be provided by the Institute. Scheduled servicing of major machinery/equipment (e.g. lifts, gensets, chiller plants) of the Institute will be covered under the respective AMCs.

2.2.1.3 Annual Maintenance Contracts (AMC)

- Institute will have AMCs for all major equipment. Co-ordination & monitoring required for management and execution of the Annual Maintenance contractors will be done by Facilities Management Company.
- Efforts & suggestions will be made to reduce the AMC costs through alternate arrangements.

2.2.1.4 Equipment

- All equipment will be maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried out.
- Tools & tackles required for the services will be supplied by the Agency.

Detailed Scope of work:-

a. Providing 24/7 Operations & Technical Support

- 24/7 manning for the Engineering services, continuous monitoring of calls and complaints, work allocation to shift technicians and follow up on work progress.
- Generation of reports for Maintenance, maintaining & analyzing equipment operation logs for equipment.
- Implementing Preventive maintenance as per schedules & Manuals.
- Co-ordination & Monitoring of AMC.

b. Power Generation and Electrical Distribution System

- Maintenance of transformers – Checking of oil level, temperature and topping up. Operation of tap changers if required.
- LT Panels, Distribution Boards - Checking of connections, vacuum cleaning of panels, Visual inspection, Insulation testing, testing of relays & contactors, cleaning of contacts.
- Distribution Boards – Routine checking and tightening of all panel internals, cable connections, checking & replacement of switches, sockets contactors, relays, cleaning of contacts for proper & trouble free function. Switching ON/OFF of power panels, lighting panels, capacitor banks, Emergency systems as required. Minor repairs of equipment like geysers, kettles and such other equipment.
- Diesel Generator Sets – Operating the DG Set as per requirement and logging all parameters, routine checking in all respects, operation in case of power failures and recording relevant data. Cleaning and changing of Air filters, oil filters, Exhaust system checking & cleaning, governor checking & checking of battery condition & topping up of electrolyte, cleaning of radiator & topping of coolant will be carried out.

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- Major O/H of DG sets & major break downs are not covered under this scope of work. AMC for the same will be arranged with OEM Contractor.
- Lighting panels & fixtures – Trouble shooting & Replacement faulty tubes/bulbs, fans, switches, sockets MCCBs, Fuses etc. and other electrical accessories wherever possible.
- Checking of UPS panels, battery condition, checking of Electrolyte Levels and topping up, initiating necessary actions with AMC provider in case of the breakdown.
- The main electrical panel, Bore-well electrical panels, all switch boards; all sub panels to be maintain and keep up to date round the clock.
- All starters, main switch, MCCBs, RCCBs, SPs, DPs, TPNs, and all switches to be maintained and to be replaced.
- Any type of joint, termination, lugging to be done free of cost.
- All type LT fault to be attend and rectify immediately. If found necessary, any /all LT underground straight joint to be done free of cost.

c. HVAC

- Record required parameters and log sheets for the chiller & HVAC system. Round the clock Operation of Chillers, pumps. Carrying out preventive maintenance as scheduled will be done if not covered under AMC contractor for major breakdowns & monitoring.
- Major O/H & Break down Maintenance of chillers will be coordinated with OEM Contractor.
- Air Handling Units, Fan Coil Units, Ventilation system – Routine services like air filter cleaning, motor greasing, belt tightening & replacement, motor & alignment, cleaning of cooling coils as scheduled. Checking and replacement of faulty valves, gaskets, drain line clearing.
- Major Break downs will be coordinated with AM Contractor.

d. Mechanical Services

- Plumbing - Checking availability of water and informing concerned authorities for further action.
- Water Pumps & Hydro Pneumatic System – Operations and minor service of pumps like greasing, checking alignment, tightening & replacement of gland packing, cleaning strainers.
- All Drainage System – Checking and clearing drains choke ups.
- Replacement of washers, taps & other fittings.
- Minor repairs to all Plumbing accessories.
- Carpentry - Repairing creaky doors, repairs of the floor springs, door closures, minor woodwork and polishing/painting jobs & lamination, fixing of paintings. Repair of the furniture and chairs

e. Fire fighting Equipment along with Fireman

- Fire Hydrant and accessories: Operation and maintenance of fire fighting system, including but not limited to Operations of fire Hydrant hoses in case of emergency, testing of the same at regulars intervals for proper functioning. Minor repairs to the system. Checking of Hose reel system, maintaining required pressure in wet rise system, maintaining diesel stock at Diesel Pump, maintaining records of tests.
- Portable Fire Extinguishers - Checking & ensuring all fire extinguishers are in working condition and initiate necessary actions for refilling etc & recording related data.

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- Regular cleaning of smoke detectors to avoid false alarms; check & clean mimic panels & related systems for proper operations. Coordination with OEM in case of major Break downs/problems.

f. Sewage Treatment Plants (~~This~~**This is in the scope of STP provider – Fontus**)

- Operation and maintenance of sewage treatment plant.
- Cleaning of Pumps, blowers, Electrical panel, water filters piping and allied accessories.
- To ensure all standby pumps and blowers are in working condition.
- To keep surrounding areas clean.
- Opening and cleaning of sand and carbon filter including nozzle changing and recharge of filter media.
- Cleaning of aeration tanks, clarifier, sludge tanks, replacement of defective pipes.
- Logbook to monitor overall operation of plant on hourly basis.
- To get periodical test report authorized lab and submit to GBU. Pollution control board records to maintain as per the statutory requirement.
- The supplier has to ensure that all the parameters are maintained as per the norms of Pollution Control Board at all the times.

g. Planned Preventive Maintenance

A comprehensive Planned Preventative Maintenance (PPM) program must be maintained at all times. Outstanding PPM's must be addressed with GBU on a monthly basis. Planned Schedule must be submitted to GBU at least 3 weeks in advance to ensure all actions required have been identified. All PPM work is subject to approval from GBU

h. Other Equipment

- Break down Maintenance / major repairs of other equipment like Security equipment, Card Readers, PA system; Office Equipment like Fax machines, Xerox Machines,
- Projectors, Communication systems will be coordinated through AMC contractors.

i. Other Services

- Tracking and submitting inventory reports of all consumables on monthly basis / as and when required.
- Tracking and submitting all utilities consumptions and costs on monthly basis.

2.2.1.5 Maintenance of Street lights, substation, Internal wiring:

- The Agency shall maintain the Street lights, Substation at GBU for proper use. Wastage of electricity should be avoided by switching off the lights during day-time. Replacement of bulb and switches shall be done by the Agency.
- The agency has to maintain uninterrupted electrical power supply to all electrical poles, hi-masts, Flood lights, Bulbs, Tube lights, LED lights and all electrical equipments of GBU.
- The agency has to replace all nonworking Flood lights, Bulbs, Tube lights, LED lights. The agency has to bear cost with materials for uninterrupted electrical power supply at Nature Park.
- Lifting, Lowering, and Shifting of all/any motor is in the scope of the agency.
- The agency has to replace any /all cable of nature park if found faulty during the tenure of contract.
- The agency must ensure that all equipment's must be shock proof, for that earthing of all equipment's to be checked periodically and if any earthing found damaged then reactivation of earthings to be done free of cost.

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- The agency must insure healthy operation of all ELCBs (Earth leakage Circuit Breakers)
- If any equipment / material not mentioned in the scope of agency but necessary to maintain uninterrupted power supply to the Nature park is to be maintained by the agency.

2.2.1.6 Maintenance of pathways:

- Pathways shall be regularly cleaned on a daily basis and in case of misplace or damage the pathway or paver, agency has to repair or rearranged the same with skilled person.

2.2.1.7 Maintenance of Water Pumps & Lines:

- Water pumps and water lines shall regularly be checked and properly maintained.
- Regular routine maintenance of the pumps and associated equipment, valves, pressure gauges etc.
- Prepare inventory of spares and ensure that critical spares are always available.
- Regular checking and repairs of all supply lines
- Regular cleaning of drinking water storage/flow systems.

2.2.2 HOUSEKEEPING

Standard Cleaning Services and Procedures as defined below. For these services all consumables (like brooms, cleaning cloth/sponges/wipes, mops, cleaning chemicals, etc.) will be provided by the vendor, except the following: toilet paper, paper towels, and soaps for toilets. Fixtures that remain in toilets, e.g., cleaning brushes for the w/c, will also be placed in the toilets by the Institute. For cleaning chemicals/material, vendor has to use standard and widely used brands which will be approved by the Institute.

2.2.2.1 Sweep Clean

Sweep clean all floor areas including:

- Damp Moping of Tiles, Vitrified floors, Kota / marble floors, staircases, elevators floor, sidewalls and podium entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills, and other debris.
- Chairs, trash receptacles, and easily movable items shall be moved to clean underneath.
- During inclement weather, the frequency may be higher than once per day. When completed the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- After sweeping all floors, areas would be machine scrub cleaned.
- Sweep Clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.

2.2.2.2 Vacuuming

- Vacuuming all rugs and carpets runners and carpet protectors so that they are free of dirt, mud etc.
- Appropriate type of vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.
- Any chairs, trash receptacles, and easily moveable items, shall be moved to vacuum underneath, and then replaced in the original position.

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2.2.2.3 Washroom Cleaning

- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non- abrasive cleaners and disinfectants.
- All surfaces shall be free of grime, soap mud and smudges.
- Cleaning of mirrors, glass windows, etc.
- Replacement of paper towels, toilet paper, soap dispenser in all bathrooms shall be performed.

2.2.2.4 Glass Surface Cleaning

- All glass at entrance doors of the premises would be cleaned using damp and dry method.
- Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned.
- Removal of grease marks or fingerprints glass counters and partitions. This cleaning is done using approved all purpose cleaner and lint free cloth or paper towels.

2.2.2.5 Spot carpet cleaning

- Spot clean carpets whenever necessary to remove spots, using appropriate product.

2.2.2.6 Damp & Dry cleaning

- Wipe clean all White boards of meeting rooms, Conference rooms, workstations, etc.
- Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.

2.2.2.7 Deep Cleaning

- Stairways, Surrounding Common Areas, Terraces, generator rooms, AHU Rooms, Car parking, etc.
- Ceilings, Walls, Partitions, etc.
- Toilets and Washrooms.

2.2.2.8 Removal of fallen tress/ plants/ shrubs:

The Agency shall remove the fallen or uprooted branches/trees, due to Rains, heavy winds, floods etc., and clear the pathways and surroundings time to time without fail.

2.2.2.9 Cleaning of Water Body:

- The Agency shall be responsible of cleaning water body on a daily/ weekly basis. Any waste, plastics, debris shall be removed from the water body and fountains and disposed off as instructed by the Authority. An appearance of water in the water body should remain clear all the time.

2.2.2.10 Window Glass Cleaning

- Interior & Exterior glass will be cleaned on both sides, throughout the building. Safety devices to be used for cleaning at the heights
- Exterior cleaning of the glasses where accessible / at reachable height.
- Dusting window- sills and blinds.

2.2.2.11 Sanitizing

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- Office Desk paper bins would be cleaned and sanitized
- All washroom dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.
- Waste Bins from Pantry and cafeteria areas would also be thoroughly cleaned and sanitized with disinfectants.
- Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect.

2.2.2.12 Garbage Collection/Disposal:

- Cleaning of all garbage containers, wipe cleaning and replacing of liners
- Disposal of surplus material should be removed to the destination and disposed of as directed. The disposal of material can be in any of the following ways as directed by GBU officers. No dumping within the premises shall be permitted. GBU shall penalize for such dumping of cut grass and other waste of leaves/soil, etc that is defined to be garden waste at rate certified. Such waste shall be disposed of at lead up to 1.5 KM from the site.
 - a. Filling in low-lying areas with approval of GBU
 - b. Filling in at place of filling such as mounds, ground cover, etc if directed by GBU
 - c. Staking of material in pre-designed staking yard
 - d. Removal of material outside the plot for disposal at the discretion of the Agency

2.2.2.13 Biomedical waste disposal

- Autoclave and discard the biomedical waste
- Regular autoclaving of media, buffers and other laboratory reagents as & when required
- Stand Operating Procedures to be discussed and approved by the authority
- Responsibility of autoclave and discard to be of the the lab attendant

2.2.2.14 Sweep Cleaning

- Sweep Cleaning external common areas like terrace, parking areas, pathways, walkways, compound wall sides, etc.

2.2.2.15 Dusting & Wiping

- Dusting & wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks.

2.2.2.16 Polishing

- Mansion Polish of furniture and other wooden fixtures where applicable
- Applying Metal polishes to accessories or door handles, hand railings, lift walls, etc. where applicable.

2.2.2.17 Scrubbing

- Scrubbing of all floor areas with scrubbing machines.

2.2.2.18 Fire exit stairs & main stairs

- Fire exit stairs will be swept, mopped and dusted once a day.

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- Wall skirting, windows ledges and window glass (from inside) will be cleaned on a daily basis.
- Handrails will be buffed on a daily basis.
- Fire exit doors will be wiped and cleaned daily.
- Fire extinguishers will be dusted on a daily basis
- Ensuring that Fire exit routes are clear without stacking of any material

2.2.2.19 Common Areas

- Entrances, car parks, paving, paths, roads within the campus, grounds and the outside
- Premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- Regular cleaning of Solar Panels
- Cleaning of Terrace
- Empty all waste bins and replace in their original locations
- Clearing and cleaning of all storm water drains.
- Litter picking, cleaning of signages to be carried out at regular intervals.
- All hard paved areas to be cleaned periodically through appropriate mechanized machinery

2.2.2.20 Solar panels cleaning and maintenance

- All solar panels for water heating will be cleaned regularly and properly maintained, whenever installed.

2.2.2.21 Inspections

- Supervisors should monitor activities of their staff to insure that housekeeping is acceptable.
- Supervisors should develop an inspection checklist that is tailored to the individual work area.
- All deficiencies noted during the inspection should be documented in sufficient detail to allow the use of the checklist as a ~~clean-up~~ clean-up guide.
- During inspections, any safety related deficiencies that constitute hazardous conditions must be given priority attention. Hazardous conditions that constitute imminent danger shall be immediately reported to the facility manager who in turn, will notify GBU.

2.2.2.22 Daily Cleaning Schedule

- Empty all trash receptacles and replace plastic bag liners.
- Sweep and mop all flooring with a disinfectant cleaner and rinse flooring; clean any dirt or stains with appropriate cleaners and Solvents as needed to maintain an acceptable appearance.
- Replenish toilet tissue, and soap dispensers in the toilets. There shall be a minimum of two rolls of toilet tissue in each stall at all times.
- Clean all mirrors with an appropriate mirror cleaner in toilets (if applicable).
- Clean and disinfect all basins, sinks and counter tops.
- Clean inside and outside of all toilets and urinals with a disinfectant.

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- Clean and remove any debris, faecal matter, trash, cigarette residue, gum, food, dirt, as well as graffiti from the inside of restrooms and its Interior walls, partitions, floors, sinks and toilets.
- Report graffiti on exterior surfaces.
- Check all toilets, urinals, sinks, light fixtures, and soap dispensers to make sure they are operational; report and repair inoperative Equipment to the Authority
- Remove any/all cobwebs.
- Clean tile floor grout. Clean trash receptacles.

2.2.2.23 Weekly Cleaning Schedule

- Clean the area at the entrance/ outside the main entrance gate of GBU
- Clean all the garbage/ debris from the water body and two fountains.
- Clean all chrome, stainless steel or metal railings, fixtures with a stainless-steel cleaner/polish.

2.2.3 PEST CONTROL

The Agency is required to manage the Pest Control using permitted chemicals (approved by the Institute) to be supplied by the FMS, to ensure, as a minimum, the following:

- Routine inspection service daily
- Every second day spray floors/ corners for mosquitoes
- Weekly fumigation of the Cafeteria area
- The service shall be inclusive of all pests including wood destroying insects;
- Organic program shall maintain pheromone impregnated lure traps, (discretely placed throughout common areas and food serving eating areas).
- These traps shall be monitored constantly for complete control of pest throughout the office; must record and track
- Non chemical insect baits shall be injected into wall voids and areas likely to harbour insects for maximum preventive protection, allowing for immediate occupation of treating areas, causing no problems to electronic office equipment;
- Rodent control measures including mechanical and adhesive monitoring traps shall be maintained in sub-floor areas and where appropriate required throughout building.
- Provide a list of non-toxic chemicals used to perform the service Public areas should be sprayed with environmentally safe anti – bacterial compound.
- Drainage chambers should be treated with pesticide and anti-bacterial compound after 7 pm.
- Public areas of premises should be fogged with appropriate insect killer to eliminate mosquitoes.

2.2.4 HORTICULTURE/LANDSCAPING

Maintenance of complete landscaping area including Lawns, maintenance of Potted plants (Outdoors and Indoors), Trees, shrubs, Hedges, Creepers, Ground corner. Supply of seasonal plants to maintain the aesthetics of the landscape as and when required.

The maintenance includes timely cutting, pruning, watering, manure, Proper dose of Fertilization, Cleaning of Landscape Areas, and Plantation of Seasonal flowers as and when required.

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It also includes organic friendly methods for encouraging stronger grass growth to suppress weeds naturally as a replacement for insecticides and pesticides. Minimum spraying of insecticide and Pesticide must be encouraged for healthy plant growth. A green curtain should be considered for the open ends of the building to reduce inside temperatures.

Reference:<https://www.climateinteractive.org/themultisolvinginstitute/multisolving-at-the-intersection-of-health-and-climate/green-curtains/>

Supply of seasonal plants includes supplying of Saplings of seasonal plants in beds and pots, if required. These supplies will be to maintain the aesthetics of the landscape floral and beautiful. The choice and quantity of plants will be done by Agency in consultation with GBU.

To carry out the maintenance work the following material will be provided by the agency/Agency. Invoice must be raised on monthly basis:

- Manure
- Urea
- Chemicals
- Insecticides and Pesticides
- Good Earth, Soil etc.
- Replacement of casualties

The Gardeners provided by Agency for the services shall be supervised by a qualified Horticulturist as and when required. Agency will provide certificate / documentary evidence of the Horticulturist's credentials.

Agency should take permission from GBU before planting any fresh plants in Institute premises. Agency should maintain the pay scale as per the Minimum Wages Act.

2.2.4.1 Grassed Areas

This section shall include but not be limited to the following: -

- All grassed areas shall be maintained in a neat, tidy and usable condition appropriate to the designated use/ location;
- All grassed areas shall be kept free of weeds, moss or extraneous growth;
- All grassed areas shall be kept in healthy growth at a reasonable length;
- Following grass cutting operations, all adjoining surfaces shall be free of any arising cuttings etc.
- All landscaped grassed areas shall be kept neatly cut to the edge of the borders, fence lines, building lines, path edges, hedge bases, tree bases etc.;
- All grassed areas shall be kept free of large accumulations of litter and foreign matter such as stones, animal faeces, bricks and glass.

2.2.4.2 Horticultural Works

This section shall include but shall not be limited to the following: -

- All horticultural works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance;
- All trees, perennial plants and shrubs shall be maintained so that they are in healthy growth;
- Trees and shrubs shall be kept to an acceptable height and form and are to be pruned in accordance with good horticultural practice;

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- Plants or shrubs shall not obstruct or encroach pedestrian or vehicular traffic routes;
- All rose beds, shrubberies, herbaceous borders, hedgerows, other garden areas etc. shall be clear of litter, weeds, leaves, suckers, dead flower heads, rubbish, animal faeces and other debris, and remain in a neat and tidy condition at all times;
- All plants/ trees and shrubs etc., which have or appear to be dying, should be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.
- The Agency must ensure that all garden machinery, tools, hosepipe, sprinklers, etc. are removed from the site & kept in hidden places to avoid public view when not in use. The horticulture/ maintenance Equipment / instruments and machinery, including undernoted, should be available readily with the Agency to carry out the activities:
 - Lawn mower
 - Brush cutter
 - Hedge Cutter
 - Hand drawn roller
 - Sprayers
 - Motorised saw
 - Fogging Machine
 - Any other required equipment for garden maintenance.

2.2.4.3 Office Plants and Flowers

This section shall include but not be limited to the following: -

- All office planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance;
- All plant specimens shall be maintained so that they are in healthy growth;
- All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice;
- A fully detailed asset register detailing all plant specimens shall be kept by the Agency detailing type, location, condition and frequency of visit for all plants on display at each location;
- All pots/ containers shall be cleaned and replaced where necessary;
- All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.
- The plant and flowers chosen shall be of a kind that is known not to cause any allergic reactions.

2.2.5 MANAGEMENT OF HOSTELS & GUEST HOUSE

- All the housekeeping activities to be performed for the hostels and guest house (Institute guest house is currently a 4 Bedroom flat in the faculty housing tower.)
- Attend all complaints in the hostel
- Provide a permanent hostel attendant
- Provide attendant for the guest house when guests are staying
- Providing a manager/warden to oversee the overall management of the hostel as well as the guest house

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2.2.6 GENERAL REQUIREMENTS

2.2.6.1 Helpdesk Management

The Helpdesk Services pertain to the Facilities Management, problems on Help-Desk and resolving the problems to closure, which occur on day to day basis. Agency will be required to manage Help-Desk at GBU wherein the problems will be logged either on telephone, in person or through email. Helpdesk will classify all such calls and would forward / allocate to the concerned departments, its Engineers / Technicians, Supervisor or any concerned operational staff for resolution. For each type of problem, the response time would be defined and Agency will adhere to it. This helpdesk will receive, log and track all calls related to the end users in the facility. For calls / services it is not directly responsible, these would be informed and escalated to the concerned GBU personnel as decided and communicated to the helpdesk from time to time.

- While a standard Help-Desk needs to be manned and managed during office hours Monday through Saturday, emergency helpdesk will be provided on a 24/7 basis by qualified computer literate Help-Desk Operators.
- Helpdesk will be allotted a dedicated Telephone Extension No. by GBU
- An email ID will be provided for Help-Desk by GBU
- Any problem logged in Help Desk either telephonically or through mail will be registered by Help-Desk operator in a Complaint Register and allotted a Unique No. on that date.
- Work orders will be made by Help-Desk operator and handed over to respective attendant to attend to the problem
- Any Complaint Lodged in Helpdesk will be responded depending on nature of the problem but not later than as referred in SLA and resolved within 2 hours (routine Complaint) of logging the complaint.
- Once the call is closed the respective attendant will get the signatures of the complainant on the work order. Helpdesk to counter check before closure of any problems assigned.
- Resolution of the problem will be reconfirmed by the Help-Desk operator with the complainant and then closed in the Register.
- At the end of each day, the unattended and pending problems will be carried forward to the next day and a report of such problems will be prepared and forwarded to the respective authorities in GBU
- Stipulation of ~~first~~ first aid-trained member of staff on campus at all times is highly recommended. It would be ideal if the person manning the helpdesk is either first aid trained, or willing to become trained.

2.2.6.2 Escalations

All Routine Problems, help-Desk related problems, Operations related problems, will be handled by the Agency without any intervention of GBU

If any call is not resolved within the agreed timelines, it will be escalated to the concerned as per the escalation matrix.

2.2.6.3 Materials, Consumables & Spares

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- The Agency will maintain inventories and follow up with suppliers for regular supplies of such material. Where material is to be provided by GBU, requests will be raised in advance with prior necessary approvals from GBU.
- In case of AMCs, the spares required will be governed by the nature of AM (annual maintenance) contract.
- Agency would always keep minimum nos. of equipments (in working conditions) at site that are needed for housekeeping and other activities.

2.2.6.4 Personnel

- The Contractor would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards as laid down by GBU and the industry norms.
- All staff would be in a neat, clean and well-groomed appearance
- All staff to carry proper ID cards as provided by the Agency.
- The staff will ensure wearing respective work masks, safety gloves and belts as and when required.
- All legal & statutory compliances would be the responsibility of the Agency
- Continuous training of the employees would also be the responsibility of the Agency.
- Attendance of all staff at site to be recorded on daily basis and a report of the same should be provided to GBU on regular basis.

2.2.6.5 Safety guidelines

- Agency must know and follow their duties related to safety for all personnel. These guidelines are applicable to them as well as sub-contractors deployed by them at the site.
- All Agency workmen should be provided with a uniform by the Agency and shall work within GBU premises in their prescribed uniform.
- The Agency shall ensure that no access (passages / access to emergency apparatus / exits) is blocked, unless so authorized by GBU
- The Agency shall provide prior information to GBU representative about any hazardous material being brought on the site and shall ensure security storage of such material.
- The housekeeping standards employed by Agency and its sub-contractors must be good in all respect.
- The Agency must leave work areas in a clean, tidy and safe condition at the end of each working period.
- No work may be carried out above the heads of people or over gangway or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by GBU.
- The Agency must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.
- The Agency should ensure that their personnel do not consume alcohol / do not smoke / do not take drugs in GBU premises.
- All workmen of the Agency or their sub-contractors must have valid identifications cards verified by GBU & shall display at all times during duty hours.

2.2.6.6 Background check

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Background check for all employees deployed at GBU is mandatory. None should be deployed at GBU without police verification report seen and cleared by GBU authorities.

2.2.6.7 Do's for deployed staff

- Maintain personal hygiene by wearing clean clothes, gloves, shoes etc.
- Be well groomed with short & tidy hair, trimmed nails etc.
- Keep spare uniform available to change at short notice.
- Be always polite and courteous to ~~staff, students~~ staff, students and guest of IIIT.
- Answer telephone calls politely.
- All safety and security rules regulations of IIIT to be strictly adhered by the staff.

2.2.6.8 Don'ts' for deployed staff

- ~~Misbehavior~~ Misbehaviour with any GBU staff, student, Guest, other Contract personnel of any magnitude.
- Impoliteness, loud talking, inappropriate language, inappropriate gestures, any indiscipline
- Group gatherings, disturbance
- Involvement in any kind of activity at GBU with malafide intentions (including theft), either directly or as a support to any third party

2.2.6.9 Screening

- Agency will depute any personnel at GBU only after screening and approval by GBU authorities. Any change in any personnel will be at an intimation of at least 1 week to GBU. The new personnel will also be screened and approved by GBU.
- If any personnel needs to be changed by Agency due to some emergency which is beyond the Agency control, even then the new personnel will be screened and approved by GBU first.
- In case of rejection of any personnel by GBU, Agency will provide an option till the personnel is approved by GBU.
- If Agency continues to provide sub-standard personnel which are not approved by GBU and the work suffers, GBU will impose penalties as defined ahead.

2.2.6.10 Management, Co-ordination Reporting and Meetings.

- Agency will be responsible for managing the services as described in the scope of work, Liaison with GBU and AMC Providers, reporting to GBU, providing Value-Adds to GBU and escalations.
- Agency has to do daily meetings, weekly meetings, and monthly review on 10th working day of every month. Quarterly review meeting to appraise GBU about the FM activities and value-adds.

2.2.6.11 Managing the Services

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- Agency will take ownership of all the Services as described in this Scope of Work and will work as an independent Unit. GBU's intervention should be only on major issues and not on routine/ operational issues.
- Agency will ensure that the Checklists are adhered to with utmost care and regularity.
- Agency will ensure that the problems are responded and resolved as per the Time frames decided for each type of problem
- Agency will prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, ~~with in~~ within 30 days of commencement of agreement.
- Agency Site in charge will brief GBU representative on operational proceedings on day to day basis.
- The Facility Manager shall develop Continuity of Business Plan for all the premises in coordination with GBU within three (3) months of signing of the agreement.
- Provide multi-skilled and trained staff.
- The staff should be trained on all the services mentioned in the RFP.
- There should be adequate off-site backup, trained, to ensure 100% service delivery.
- The Agency will liaise with external parties (government bodies) if required on behalf of GBU.
- The Agency shall ensure that all statutory compliances (PF, ESIC, Minimum wages, contract labour act, etc.) as applicable are adhered to for any person employed by them directly or indirectly. GBU reserves the right to terminate the agreement in case there is any willful flouting of the law.
- The Agency shall co-ordinate the procurement of all consumables / material.

2.2.6.12 Statutory Compliance

The Service Provide shall comply with all the statutory acts, and shall on regular basis submit proof of compliance to IIIT

2.2.6.13 Liaison with GBU

- Agency will co-ordinate with GBU's Vendors for carrying out maintenance of equipment under AMC or warranty.
- Supplier will maintain a record of all the equipment at GBU, keep record of the Vendors details, keep track of the dates of AMC / Warranty validity and inform GBU when the validity is within 2 months of completion.
- Supplier will also perform Escalations within Vendors in case problems are not responded or resolved as per the Contracts.
- Supplier will prepare the records of routine service visits to be provided by AMC providers and tracking to be done for actual visits, on weekly basis.
- Supplier will coordinate with fuel vendor for ensuring the smooth supply to maintain the Re-order Point.
- Supplier will track all the expenses of GBU for stores and HSD Fuel.
- Supplier will maintain record of Fuel consumption of DG set, Stock Register of fuel in adherence with Excise Rules and Regulations, payments issued to Oil Companies and status with the purchase function of GBU.
- Keep the Inventory status of all spares required for the maintenance of the facility and update on daily basis / as and when required.
- Preparation of Stock report on consumables at GBU

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- Supplier will prepare Purchase request for spare parts, Electrical and Mechanical items, plumbing, AC spares and DG spares and will co-ordinate for approvals with GBU.

2.2.6.14 Liability

The Agency shall indemnify and hold GBU harmless from and against all claims, demands, suits, proceedings, damages, costs, expenses and liabilities, including without limitation, reasonable legal fees brought against or incurred by either of them for

- Injury to persons, including death; and/or
- Loss or damage to any property; and/or
- Any other liability resulting from any acts or omissions of the indemnifying Party in the performance of this Contract.
- Agency shall maintain in force and upon request give evidence of adequate insurance covering its potential liability

2.2.6.15 Liasoning with local and state authorities

Agency will co-ordinate with state and local authorities for the work being done by it, as needed.

2.2.6.16 Value Engineering for better services and Cost Reduction

Agency will use the expertise it has to suggest ways and means of improving the services and reducing cost.

2.2.6.17 Reporting

Agency will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats prepared by Agency and discussed & approved by GBU. These Formats will be submitted by Agency within 1 week of commencement of Services at GBU and will be finalized within one week from submission.

2.2.7 Maintenance Manual

The Agency shall follow the following timetable for routine cleaning of the Project Facility:

Sr. no.	Periodic Cleaning Schedule	Frequency
1	Toilet cleaning and sweeping	Continuous (Thrice a day)
2	Sweeping of garden/ Pathways	Once a day/ continuous removal of debris or other waste/rubbish generated by visitors
3	Watering	Once a day/ twice in summer or as per requirement
4	Lawn cutting	Once in 15 days/ in monsoon as per requirement
5	Shrub & Tree trimming	Once in 15 days / in monsoon as per requirement
6	Weeding/ Soil mixing	Continuous
7	Pesticide/ Insecticide (if required), organic ways for	Once in 15 days/ as per requirement

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	weeding/healthy crop growth must be preferred	
8	Fertilizer/ Manuring	Once a month/ as per requirement
9	Cleaning of water body	Once in a week with application of required chemical treatment to make water appear clear
10	Cleaning of Kota/tile/marble/ granite/etc. Flooring in corridors	(i) Wet & Dry cleaning – twice a day (timings to be agreed by authority) (ii) Buffing of floor – weekends (weekly basis) (iii) Scrubbing of floor - weekends (weekly basis)
11	Internal walls/columns, surfaces with panelling/ cladding of stone, wood, tiles, etc.	(i) Dry dusting including stain spot cleaning upto full height - Daily (ii) Dry dusting upto roof height including ledges – Weekly (iii) Wet mopping, signages & displays - Weekly
12	Ceilings	Vacuum cleaning – monthly
13	Doors/windows and its glasses	Finger marks and deep clean – daily
14	Staircases	(i) Wet & Dry cleaning – twice a day (timings to be agreed by authority) (ii) Buffing – weekends (weekly basis) (iii) Scrubbing- weekends (weekly basis)
15	External façade of the building	Pressure washing - Quarterly
16	Toilets	(i) Refilling of toiletries such as fresheners, handwash, soaps, naphthalene balls, urinal cubes, toilet rolls, tissues etc. – daily (ii) Wet & Dry cleaning – twice a day (timings to be agreed by authority) (iii) Walls/doors cleaning- daily (iv) Cleaning WC/wash basing/ urinals/ CP toilet fitting etc. – twice a day (v) Mirror cleaning – as & when required (vi) Other- as & when required
17	Dustbins (in all the toilets) Nos. as per required	(i) Complete cleaning inside/outside – Daily (ii) Providing/ changing/ emptying garbage bags- as & when required
18	Fire extinguisher/wall hangings	Dry dusting - daily
19	Removal of garbage	Daily
20	Circulation/are of premises	Brooming/sweeping & cleaning – Twice a Day

*The above mentioned list and frequency is indicative and not exhaustive. Additional items, if required by the authority shall be communicated and agreed by the agency.

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2.2.8 Daily inspection by the Agency

The Agency shall, through its authorized representative, undertake a daily visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner as the Authority may specify. Such record shall be kept in safe custody of the Agency and shall be open to inspection by the Authority.

Sr.no.	Periodic Cleaning Schedule/Repair	Frequency
1	Replacement of trees/ bushes/ shrubs	10 days
2	Defects in electrical/mechanical/HVAC	24 hours
3	Damages to furniture, fixtures, curtains, internal signages etc.	7 days
4	Any defect/damages in plumbing, sanitary, water supply system, irrigation pipelines, nozzles/ pumps	4 hours
5	Damage to exhibits if any	7 days

2.2.9 Service Level Agreements (SLAs)

Chart 1: Severity Levels and time allowed for attending to the problems under each level of severity.

Severity Levels	Impact of Severity	Response Time	Recovery Time*	Status Update to the authorities of the institute during continuance of the problem
Severity 1	Severe impact on operation of the institute - unable to operate	Immediate- on logging of the problem	Within 60 minutes	every hour
Severity 2	Institute's Operations are degraded but, yet able to operate (with back-up measures)	If Problem is logged before 1700 hours - to be attended on the same day; and if logged after 1700 hours - to discuss with the authorities of the institute whether to be attended the same day or next day	Within 4-8 hours	Once a day or as desired by the authorities of the institute
Severity 3	Low impact on Institute's operations - though detrimental, but	Problem to be attended to within same or next day after it's logging.	Within 24 hours	Once in two working days

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Severity Levels	Impact of Severity	Response Time	Recovery Time*	Status Update to the authorities of the institute during continuance of the problem
	not an immediate area of concern			
Severity 4	Zero impact on Institute's Operations - Required for improving or for value addition to services.	Problems to be attended to during course of preventive or breakdown maintenance (as & when).	Within 30 days,	Once every 10 days

*Recovery time includes interim measures. However, final resolution may involve procurement of spares and mobilizing of third party OEM/vendors.

Chart 2: Broad description of problems to be addressed under each level of severity

Problem Type/Level	Problem Reported / Type of request
Severity 1	<ul style="list-style-type: none"> • Power Shut down • All the DGs shut down • Main server room – Power or AC Shutdown • All elevators of residential or hostel or academic block are non-functional • Shut down of Fire fighting / detection systems • HVAC shut down • Stock of diesel – NIL • Water supply to the institute shut down • Complete shut down shutdown of UPS
Severity 2	<ul style="list-style-type: none"> • Critical damage to Building – Structure Building Structure/Façade • Serious problems with fire fighting / detection, HVAC and electric supply electric supply systems (not amounting to shut down) • Water Supply shut down to any of the building • Chocking of Sewerage / drainage • Serious issues with Campus cleanliness/security • 50% Elevators of residential or hostel or academic block are Non-functional. UPS / LAN problem in Faculty room/ Library • Fan coil unit not operating
Severity 3	<ul style="list-style-type: none"> • Minor lapses in security, Parking problems/conflicts • Partial blockage in drainage/sewerage/water supply systems. • Building Maintenance issues • Issus with Common Areas & Amenities, Minor problems in MVAC/electrical / fire fighting& detection systems / Lighting/ UPS point.
Severity 4	<ul style="list-style-type: none"> • Civil Infrastructure works, House Keeping & Security Services • Infrastructure works • Material shifting

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2.3 List of Equipments under AMC/Defect Liability Period/Warranty

Name of Work:	Description	Company	Warranty
HVAC System:-	Outdoor unit. -Total 418 H.P.	Bluestar	1 Year
	Cassette units with various ton capacities.	Bluestar	1 Year
	Ductable unit with various capacities.	Bluestar	1 Year
Electrical:-	DG set 500KVA (2 Nos.)	Sudhir Power Limited.	1 Year
	Compact Unitized sub-station (USS)	Siemens	1 Year
	Internal Electrical work (Lighting & Power)	HAVELLS	1 Year
	External Lighting.	HAVELLS	1 Year
	Electrical Panels.	Legrand	1 Year
	ELV- CCTV, Data Networking, Wi-Fi, Fire Alarm	Honeywell	1 Year
	Audio/Video System, Projector, Auditorium Sound system.	Epson-projector, Workpro-amplifier/ Sound, Mark-	1 Year
	UPS System 30KVA.	EATON CORPORATION	1 Year
Fire Fighting:-	Pump.	KIRLOSKAR	1 Year
	Hydrant system.	KIRLOSKAR	1 Year
	Fire hose reel & Hydrant Valve.	NEWAGE	1 Year
	Fire extinguisher.	KANEX	1 Year
	4 way fire brigade connection.	NEWAGE	1 Year
Lift :-	Lift System (1 Nos.)- G+2.	Thyssen Krupp	1 Year
STP System:-	STP of Capacity 150,000 Liters per day.	Think green	1 Year
Plumbing:-	UPVC & CPVC Plumbing pipe.	Astral	
	CP Fitting- Basin tap, S.S Bottle tap, Pillar tap, Towel ring, Paper holder, Liquid soap Dispenser, Soap dish, Health faucet, Grab bar.	Jaquar	1 Year
	Sanitary fittings- Wash basin, European type W/C, Urinal Sensor.	Jaquar	1 Year
GAS Pipe System:	PNG gas & Other gases.	PNG-Rajpath Engineer. Other Gas- Pam Engineer.	

*The above items are tentative and the Agency is requested to refer Annexure I for existing assets of GBU and also obtain the list of detailed assets from the Authority and carry out its own due diligence to identify the maintenance works to be executed by the agency.

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2.3.1 Indicative list of tools and Consumables required

Indicative list of tools required:

Sr. No	Item	Quantity
1	Lawn Mower – electric (single phase 230 volt, 2HP, blade size 16”, cutting height 20-75 mm)	2 electric machine
2	Lawn Mower–manual (blade size 16” cutting height 20-75mm)	2 nos.
3	Grass trimmer (petrol)	4 nos.
4	Secateurs (Teflon coated high carbon steel cutting blade, sturdy aluminium alloy steel handle)	2 in nos.
5	Hedge Shear (cutting blade 7”, handle 9”)	4 in nos.
6	Branch Cutter (Teflon coated blade, sturdy handle)	4 in nos.
7	Manual high pressure Sprayer – 7.5 lts.	2 in nos.
8	Plastic spray pump- 16 lts.	2 in nos.
9	Long Cutter (15”saw blade, 4” sawing, 1” shearing)	2 in nos.
10	One man electric chain saw for thick wood cutting	2 in nos.
11	Blower for removal of dry debris from garden	3 in nos.
12	Garden Pipe, 1” gw hose Heavy duty (As per the sample given by GCSC)	as per actual requirement mentioned in workmanship table
13	Submersible pumps for irrigation purposes of sufficient capacity. (As per actual requirement)	Minimum. 2 – 1.5 Hp 3 phase Minimum 3 – 3 Hp 3 phase
14	Mobile sprinklers, of all diameters with pipe connections and of various kinds.	As per requirement
15	Lock and keys for the safe custody of the equipment	as per requirement
16	Tapes to install at places to mark no entry zones for maintenances and development	2 sets
17	Stakes for holding and tying the plants to keep the plant straight	as per actual requirement
18	Adjustable ladder for cutting pruning the trees or big shrubs	02 nos.

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Sr. No	Item	Quantity
20	Trolley with wheels to carry garbage, plants, pots etc.(A big metallic trolley shall be of Size: 6' X 4' X 4' covered by acrylic sheets, contain handle for movement in front side with tubeless tires for disposal of routine waste of garden works)	(min. 5 of one wheel, 2 of four wheels, big size)
21	One tractor with trolley and one water container trolley, tractor pawada whenever required at site	1nos. each
22	Hand shower to attached in pipe for easy irrigation	as per actual requirement (min. 2 nos.)
24	Coconut rope / plastic rope / thick rope, thick m.s. wires for tying the climbers to hang on the walls	as per actual requirement where ever necessary
25	Khurpi, Kodali, Phawda, Ghamela (tokar), Dateda, Katar, cutting the branches of big trees, Tikum for digging deep, others	as per actual requirement where ever necessary
26	Geru colours & Chuno (Lime) required for day to day maintenances of the pots & to paint Trees	Kgs per month As per requirement
27	Green (Nursery) net role	Minimum 50 meter (As per requirement at site)
28	Vacuum cleaner for regular cleaning	Minimum 2 nos. (may be increased as per requirement at site)

Indicative list of consumables required:-

Sr. No.	Description	Quantity/ Nos.	Unit	Indicative Rate (Rs/unit)	Amount (Rs)
01.	Wet Mop Set	15	Nos		
02.	Soft Broom	15	Nos	<u>100</u>	
03.	Acid HCL	40	Ltr	<u>50</u>	
04.	Bleaching Liquid	<u>5040</u>	Ltr	<u>50</u>	

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05.	Reva Sense Room Freshner	15	Ltr	1000	
06.	Chex Duster	30	Nos		
07.	Freshco White Compound	20	Ltr		
08.	Rin Powder	5	Kgs	100	
09.	Sunny Pepsi Cube	30	Nos		
10.	Sunny Toilet Freshner	30	Nos	300	
11.	Yellow Duster	5	Nos		
12.	Dustpan	10	Nos	30	
13.	Napthalene Ball	2	Kgs	300	
14.	Dry Mop Set Big 2 Feet	5	Nos		
15.	Dry Mop Set Small 1.5 Feet	2	Nos		
16.	Spray Bottle	10	Nos	100	
17.	Handle Fresh Gebi	10	Nos		
18.	Garbage Roll 19x 21	40	Nos	200	
19.	Scala GC	5	Ltr		
20.	Hard Broom	5	Nos	150	
21.	Toilet Brush	5	Nos	100	
22.	Scraper	10	Nos		
23.	Wiper Bag	3	Nos		
24.	Wiper	2	Nos		
25.	Floor Duster	15	Nos		
26.	Dettol Dispenser	40 10	Nos		
27.	Colin Glass Cleaner – 05 liter	05	ltr	200	
28.	Small Hit -200 ml	5200 ml	Nos	150	
29.	Phenyle 05 liter (Freshco or any)	05 ltr	ltr	500	
30.	Hand Gloves Medium	500 5	Pair	300	
31.	Dust Bin Small – 5 to 7 ltr	05	Nos	200	
32.	Dust Bin Big – 55 liter	05	Nos	1500	
33.	Wooden Stick -	05	Nos		
34.	Handle Brush – Standard Size	05	Nos.		

* The above mentioned tentative quantity is required on monthly basis for the housekeeping work. The bidder should visit the premises and quote accordingly (indicative list).

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2.3.2 Additional work

If employer decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the Agency shall be bound to accept the same at rates accepted in the original work during the currency of the contract.

2.3.3 Emergency telephone Numbers

The Agency shall provide an emergency telephone number for normal and out of hours operations with a maximum of two hour response time during any breakdowns to essential utility services, burst water mains etc.

The agency has to provide the biometric machine specified by GBU official for regular attendance of labour and supervisors deputed for work at site on daily basis.

The agency shall maintain a personnel file in respect of all the staff that is deployed in GBU campus. The personnel file shall invariably consist of personnel details such as name, DOB, sex, residential address (temporary, permanent), Aadhar card number, contact number and all grievances recorded by the staff

Due to present Covid-19 pandemic outbreak, the Agency has to follow the Government guidelines issued from time to time. The Agency has to provide hand sanitizer, face masks, hand gloves and PPE kits (if required) to all the manpower working at site and the manpower have to maintain social distancing at site.

2.3.4 Stationery

The Agency has to bear the cost of all the stationery, telephone charges, etc. required for proper execution and maintenance of record for the work

- All the work of sweeping/ tree trimming /repairing should be completed before 10 am.
- No additional payment shall be made for overtime duty.
- The Agency Shall be responsible for evidencing their attendance through register/online records.
- If the person deployed found unsatisfactory by the GBU, such person have to be replaced by the agency immediately.
- Agency shall give wages slips to personal and wages shall be remitted in their respective individual bank accounts only.
- If the person is on leave or absent, substitute to be arranged by the Agency, without any additional cost.
- Agency shall follow the Labor acts and rules in force.
- Any physical damages occurred due to agency personal, agency only responsible for repair or replacement of damages.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year above written.

FOR AND ON BEHALF OF [NAME OF THE AUTHORITY]/

By

(Authorized Representative)

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University**

FOR AND ON BEHALF OF [NAME
OF THE AGENCY]

By (Authorized Representative)

3 General Conditions of Contract

3.1 General Provisions

3.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project / the Parties in relation to the Project.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 3.2.1;
- d) "Foreign currency" means any currency other than the Indian Rupees;
- e) "GC" means these General Conditions of Contract;
- f) "Government" shall mean Government of India, Government of Gujarat or any ~~state government~~ state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Developer, the Project or any portion thereof, or the performance of all or any of the services or obligations of the Developer under or pursuant to this Agreement;
- g) "Currency" means the Indian Rupees;
- h) "Agency" wherever mentioned in this Contract Agreement means the successful bidder;
- i) "Party" means the Authority or the Agency, as the case may be, and Parties means both of them;
- j) "Personnel" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to in Clause 9.
- k) "Services" means the work to be performed by the Agency pursuant to this contract. The scope of work as stated in Scope of work in RFP document. The approach and methodology to be adopted by the Agency for carrying out the assignment may be modified depending on the requirements.
- l) "Third Party" means and person or entity other than the Authority and the Agency.

3.1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Authority and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agency, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3.1.3 Law Governing Contract

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This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of Government of India.

3.1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3.1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3.1.6 Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.
- b. Notice will be deemed to be effective as specified in the SC.
- c. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

3.1.7 Location

The Services shall be performed at such locations as are specified hereto and, where the location of a particular task is not so specified, at such locations whether in Government's Country or elsewhere, as the Authority may approve.

3.1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Agency may be taken or executed by the officials specified in the SC.

3.1.9 Taxes and Duties

Unless otherwise specified in the SC, the Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws. GST / All taxes as applicable shall be paid to the Agency while making payment for services rendered. The Agency shall then deposit the same with the tax authorities and provide a proof of having done so within next 30 days in line with policy circulars issued by Employer/Government Authority. In case of non-submission of proof, the Authority may hold subsequent GST / Tax payments from any payments due by it to the Agency under this Contract.

3.2 Commencement, Completion, Modification and Termination of Contract

3.2.1 Effectiveness of Contract

This Contract shall come into force and effect within 3 days of the date (the "Effective Date") of the Authority's Work order notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

3.2.2 Termination of Contract for Failure to Become Effective

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If this Contract has not become effective within such time period as specified in clause 3.2.1 above after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' send a written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

3.2.3 Commencement of Services

The Agency shall begin carrying out the Services at the end of such time period on and from the Effective Date as per clause 3.2.1 as shall be specified in the SC.

3.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 3.2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

3.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

3.2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

3.2.7 Force Majeure

3.2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, cyclone, flood or other adverse weather conditions, strikes, lockdown due to pandemic situation, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided

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that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3.2.7.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 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.

3.2.8 Liquidated Damages and Suspension

The Authority may, by written notice to the Agency, shall levy damages on the agency if the Agency fails to perform any of their obligations under this Contract, in the following manner:

Sr. No	Designation	Recovery rate per person per day (in Rs.)
1	Absence of Key Personnel per day	Rs. 1000/-
2	Absence of sweeper per day without replacement	Rs. 500/-
3	Absence of Gardener per day without replacement	Rs. 500/-
4	Absence of any other staff per day apart from the above without replacement	Rs. 500/-
5	Improper Uniform/ Card	Rs.100 per instance per person per day
6	Non removal of Garbage from the site	Rs. 500/- per instance
7	More than 5% of the total plants in any particular garden/area found dead at any point of time to be considered as non-maintenance of garden and accordingly penalty to be imposed.	Rs. 100/- per plant
8	Non Weeding of particular area of Garden.	Rs.500/-per garden

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11	Non-Provision of Machinery in full working condition.	0-3 Days: NIL 4-7 Days: Rs.1,000 per equipment per day 7-14 Days: Rs.5,000 per equipment per day Then after: Rs.10,000 per equipment per day
13	Delay in any plumbing, electrical repair works	After 3 days of instance, Rs. 1000/- for every 3 days delay.
14	Delay in replacement or repair of sculptures	After a week of instance, Rs. 5,000/- for every 3 days delay.
15	Insufficient hours of training	Rs. 1000/hour

Recurrence of above mentioned instances, due to non-taking of action will double the penalty.

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.

The Agency shall be responsible for safety and upkeep of all the assets and facilities including but not limited to the statues, fountains, benches, selfie points. Any damage to the existing assets and facilities caused by the Agency and its staff shall be rectified by the Agency, within thirty (30) days of receipt of written notice from Authority. In the event of failure of the Agency to rectify the damages, the Authority may, by written notice of suspension to the Agency, forfeit the Performance Security and suspend all payments to the Agency hereunder the Contract. Such notices (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notices.

In addition to the above list (Table), for any other breach of contract, Designated committee or Authority or any person nominated by or on behalf of the Institute shall be entitled to impose a penalty up to Rs. 1000/- for each event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee. The total penalty will per month will be limited to Rs 5000.

The authority may communicate through written notice on the penalty and allowable rectification time for any other lapses arising apart from the above mentioned and levy penalty accordingly if the agency fails to remedy on the damage within the mentioned timeline from the receipt of the notice

3.2.9 Termination

3.2.9.1 By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the Agency (except in the event listed in paragraph (e) below, for which there shall be a written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 3.2.9.1, terminate this Contract.

(a) if the Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 3.2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing;

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(b) if the Agency become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 3.8 hereof;

(d) if the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency know to be false;

(e) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(g) if the Agency, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

3.2.9.2 By the Agency

The Agency may, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

(a) if the Authority fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 3.8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;

(b) if the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Authority of the Agency' notice specifying such breach;

(c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 3.8 hereof.

3.2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 3.2.2 or GC 3.2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 3.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

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- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause GC 3.3.3 hereof;
- (c) the Agency' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.3.6 hereof; and
- (d) Any right which a Party may have under the Applicable Law.

3.2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 3.2.9.1 or GC 3.2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided, respectively, by Clauses GC 3.3.7 or GC 3.3.8 hereof.

3.2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 3.2.9.1 or GC 3.2.9.2 hereof, the Authority shall make the following payments to the Agency {after offsetting against these payments any amount that may be due from the Agency to the Authority}:

- (a) In the event the Agency are in breach of contract, the Authority shall have the right to terminate the agreement with due notice of 30 days. In such termination the Agency shall be entitled to receive payments for the services performed till the date of such termination after deduction of any damages specified under this Contract. The Authority shall also be entitled to forfeit the Performance Security.
- (b) In the event of early termination of this contract on the part of the Authority for reasons other than the defaults of the Agency, the Agency shall be entitled to receive payments for the services performed till the date of such termination. The Authority shall also be return the Performance Security to the Agency after deduction of any amounts due by the Agency under this Contract.

3.2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 3.2.9.1 or GC 3.2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to mutual discussion and settlement/arbitration pursuant to Clause GC 3.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.2.10 Timelines

The agency shall adhere to defined milestones and timelines. Authority may extend the timelines without prejudice by a period deemed fit.

3.3 Obligation of the Agency

3.3.1 General

3.3.1.1 Standard of Performance

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The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods "The Agency shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.3.1.2 Law Governing Services

This Agreement shall be governed by the laws of India. The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel of the Agency, comply with the Applicable Law. The Authority shall advise the Agency in writing of relevant local customs and the Agency shall, after such notifications, respect such customs.

3.3.1.3 Performance Security:

A Performance Security equivalent to 5% (Five) of the Contract price shall be furnished from a Nationalised Bank or any other bank specified in Government of Gujarat, GR No: EMD/10/2021/7729/DMO dated April 12, 2021 (and as amended from time to time) in India, in form of a Bank Guarantee in the form specified in this RFP. For the successful bidder the Performance Security will be retained by the Authority until the completion of the assignment by the Agency and be released three (03) months after the completion of the assignment. The aforesaid Performance Security shall be kept valid for a period of three months (03) months after the completion certificate is issued by the Authority.

3.3.2 Conflict of Interests

3.3.2.1 Agency Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Agency pursuant to Clause GC 3.6 hereof shall constitute the Agency' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.3.4.2, hereof, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that their Personnel and agents shall not receive any such additional remuneration.

If the Agency, as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the Authority (Employer) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Authority.

3.3.2.2 Agency and Affiliates Not to engage in Certain Activities

The Agency agree that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing goods works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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3.3.2.3 Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract.

3.3.3 Confidentiality

The Agency, their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority.

3.3.4 Liability of the Agency

Subject to additional provisions, if any, set forth in the SC, the Agency's liability under this Contract shall be as provided by the Applicable Law.

3.3.4.1 Agency Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Agency pursuant to Clause GC 3.6 hereof shall constitute the Agency' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.3.4.2 hereof, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that their Personnel and agents shall not receive any such additional remuneration.

If the Agency, as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the Authority (Employer) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Authority.

3.3.4.2 Agency and Affiliates Not to engage in Certain Activities

The Agency agree that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.3.4.3 Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities in the Government's country which would conflict with the activities assigned to them under this Contract.

3.3.5 Confidentiality

The Agency, their Personnel shall not, either during the term or within three (3) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority.

3.6 Liability of the Agency

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Subject to additional provisions, if any, set forth in the SC, the Agency's liability under this Contract shall be as provided by the Applicable Law.

3.3.6 Insurance to be Taken Out by the Agency

The Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as shall be specified in the SC, and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.3.7 Agency' Actions Requiring Authority's Prior Approval

The Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing and Deployment of the Personnel as are listed ("Agency's Key Personnel");
- (b) any other action that may be specified in the SC.

3.3.8 Reporting Obligations

The Agency shall submit, to Authority or its designated officials/consultants, the reports and documents specified in the SC, in the form, in the numbers and within the time period. The format of the reporting shall be as approved by the Authority. The agency shall prepare the log sheet of each activity and submit to the GBU periodically.

3.3.9 Documents Prepared by the Agency to Be the Property of the Authority

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Authority under this Contract shall become and remain the property of the Authority, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.3.10 Equipment and Materials Furnished by the Authority

Equipment and materials made available to the Agency by the Authority, shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the Authority in writing, shall insure them at the expense of the Authority in an amount equal to their full replacement value.

3.4 Agency's Personnel

3.4.1 General

The Agency shall employ and provide such qualified and experienced Personnel in addition to as specified clause 1.1.5 of volume 1 as and when required to carry out the Services without any additional liability to the Authority.

3.4.2 Removal and/or Replacement of Personnel

(a) Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

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(b) If the Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

3.4.3 Training

Annual training plan must be drawn by the agency and implemented for the team deployed at Gujarat Biotechnology University

- Minimum training hours for Key Personnel apart from Supervisor = 48 Hours/year.
- Minimum training hours for Supervisor = 96 Hours/year
- Minimum training hours for staff other than mentioned above = 96 Hours/year

Staff training register should be maintained, and all trainings should be registered in the book. Feedback form should also be maintained by the Agency

3.5 Obligations of the Authority

3.5.1 Change in the Applicable Law

In addition to the remuneration, the authority shall pay GST / Taxes to the Agency as applicable from time to time.

3.5.2 Payment

In consideration of the Services performed by the Agency under this Contract, the Authority shall make to the Agency such payments and in such manner as is provided by Clause GC 3.3.4 of this Contract.

3.6 Payments to the Agency

3.6.1 Payment cycle

The Agency shall be paid on the monthly basis based on the total fee quoted by the Agency in the financial proposal.

3.6.2 Currency of Payment

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

3.6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) Payment to the agency will be made up on submission of the invoice to be raised on monthly basis, which are in acceptable form with all requisite supporting documents.

~~(b) GBU shall deduct 5% as Retention Money from each bill raised by the Agency, subject to a maximum of 5% of the Contract Price.~~

(eb) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory sixty (60) days after receipt of the final report and final statement by the Authority unless the Authority, within such

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sixty (60) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated.

~~(d) Retention Money shall be released three months after successful completion of the Works as per Contract, provided there are no dues pending from the Agency. Any dues pending from the Agency to the Authority shall be recovered from the Retention Money.~~

~~(e)~~ All payments under this Contract shall be made to the account of the Agency specified in the SC.

~~(f)~~ No interest shall be paid for delayed payment due to any reason whatsoever.

3.7 Fairness and Good Faith

3.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.8 Settlement of Disputes

3.8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

3.8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

3.8.3 Settlement of disputes by arbitration: -

(1) Disputes to be referred to Tribunal :

The disputes relating to this contract, so far as they relate to any of the matter of this tender, Whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State.

(2) The provision of Section-21 of the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992& order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/1090/2679/K2 dtd. 9/2/94 .

(4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F.D. no. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)

(5) In case of dispute leading to the Agency or Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.

(6) The reference to arbitration proceeding under this clause shall ~~not~~ not.

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(i) affect the right of both the parties under the contract to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the Agency or procured by him and intended to be used for the execution of the work or any part thereof.

(ii) Preclude the Officer-in-charge from utilizing the materials purchased by the Agency in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the Agency.

(iii) Entitle the Agency to stop the progress of the work or the carrying out the additional or altered work.

4 Special Conditions of Contract

GC 3.1.4 English

GC 3.1.6a Authority address for notices/ communications:

[Note: Should include the name of the addressee, detailed address, landmark, landline number, mobile number, fax number and email ID]

Agency address for notices/ communications:

[Note: Should include the name of the addressee, detailed address, landmark, landline number, mobile number, fax number and email ID]

GC 3.1.6b any notice pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing issued from a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

GC 3.1.8 Authorized representative for the Authority

[Note: Should include the name of the representative, designation, detailed address, landline number, mobile number, fax number and email ID]

Authorized representative for the Agency

[Note: Should include the name of the representative, designation, detailed address, landline number, mobile number, fax number and email ID]

GC 3.2.1 The date of agreement signing

GC 3.2.3 As extended by the Authority

GC 3.2.4 Three years from the Effective Date

GC 3.3.6 The Agency shall, at its cost and expense, purchase and maintain during the Contract Period, insurance to cover against:

(a) the Agency's general liability arising out of the Service; and

(b) liability to third parties

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GC 3.3.8 All the documents, reports and drawings shall be submitted in the form as below:

Hard copies: one (1) in original and two (2) in photocopies.

One (1) soft copy.

GC 3.3.9 The Agency shall seek prior approval of the Authority in writing for future use of Project related documents, data and other information.

GC 3.2.10 Payment to the agency will be made on the bills/invoice to be raised on monthly basis, which are in acceptable form with all requisite supporting documents i.e., & GC 3.6.1 Invoice bill, attendance, pay slips of last previous month and remittances of EPF and ESI etc.

The invoice/bill shall consist of detailed breakup of salary/minimum wage- per personnel, equipment cost etc. for further processing

GC 3.6.3 Name of the Account Holder:

Bank Name and Branch:

Account Number:

Type of account:

IFSC Code:

GC 3.8.2 Any and all Disputes arising out of, or in relation to, this Agreement or the interpretation or construction of any provisions herein, which are not settled amicably by the Parties, shall be finally settled, as per the provisions set out herein, by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Any Dispute shall be referred to an arbitral tribunal consisting of three (3) arbitrators (hereinafter called the "Arbitral Tribunal"). The Claimant(s) and the Respondent(s) shall each appoint one (1) arbitrator to the Arbitral Tribunal and the two arbitrators thus appointed shall choose the third arbitrator, who shall also act as the presiding arbitrator of the Arbitral Tribunal. The decision(s) of the Arbitral Tribunal, supported by reasons for such decision shall be final and binding on the Parties. The venue of arbitration shall be Ahmedabad. The governing law of the arbitration shall be the substantive laws of India. This SC shall survive the termination or expiry of this Agreement.