

AGREEMENT FOR FACILITY MANAGEMENT CONTRANCTOR'S SERVICES

**between**

**[name of the Client]**

**and**

**[name of the FMC]**

**Dated:**

DRAFT

Table of Contents

FORM OF SERVICE AGREEMENT ..... 4

GENERAL CONDITIONS OF CONTRACT ..... 5

A. GENERAL ..... 5

    1. Definitions ..... 5

    2. Interpretation ..... 6

    3. Standard of Performance: ..... 7

    4. Conflict of Interests: ..... 7

    5. Confidentiality ..... 8

    6. Language and Law ..... 8

    7. Delegation ..... 8

    8. Communications ..... 8

    9. Sub-Contracting ..... 8

    10. Other Contractors ..... 8

    11. Materials, Machinery & Equipment ..... 9

    12. Labour ..... 9

    13. Compliance with Labour Regulations ..... 9

    14. Personnel ..... 10

    15. Working Hours, Overtime, Leave, etc. .... 10

    16. Removal and/or Replacement of Personnel ..... 10

    17. Authority's and Facility Management Contractor's Risks ..... 11

    18. Directions of the Authority's Representative ..... 11

    19. Approval by the Authority's Representative ..... 11

    20. Modifications or Variations ..... 11

    21. Safety ..... 12

    22. Discoveries ..... 12

    23. Access to the Site ..... 12

    24. Instructions ..... 12

    25. Fairness and Good Faith ..... 12

    26. Change in Applicable Law related to taxes and duties ..... 12

    27. Miscellaneous provisions: ..... 13

B. PAYMENTS TO THE FMC ..... 13

    28. Total Cost of the Services ..... 13

    29. Currency of Payment: ..... 14

    30. Payment Certificates ..... 14

    31. Payments ..... 14

32. Taxes.....	15
33. Performance Security.....	15
34. Appropriation of Performance Security .....	15
35. Release of Performance Security .....	16
36. Cost of Repairs.....	16
C. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT .....	16
37. Commencement of Contract:.....	16
38. Mobilisation Period .....	16
39. Commencement of Services.....	16
40. Contract Period: .....	17
41. Entire Agreement: .....	17
42. Force majeure.....	17
43. Suspension:.....	18
44. Termination .....	18
45. Payment upon Termination .....	19
46. Disputes Resolution Mechanism .....	20
SPECIAL CONDITIONS OF CONTRACT .....	22
47. INSURANCE.....	22
48. LIQUIDATED DAMAGES .....	23
49. MANUALS & REGISTERS .....	23
50. DEDUCTION FOR NON PERFORMANCE.....	23
51. OBLIGATIONS OF FACILITY MANAGEMENT CONTRACTOR .....	24
52. Obligation of The Authority.....	25
CONTRACT DATA .....	27
APPENDIX 1: SCOPE OF WORK FOR THE FACILITY .....	30

## FORM OF SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client” or “Authority”) and, on the other hand, [name of Facility Management Contractor] (hereinafter called the “FMC” or “Contractor”).

### WHEREAS

- (a) the Client has requested the FMC to provide comprehensive facility management services as defined in this Contract (hereinafter called the “Services”);
- (b) the FMC, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) Contract Data

The following Appendices:

APPENDIX 1: Scope of Work for the Facility

APPENDIX 2: LOA

APPENDIX 3: Request for Proposal (RFP) With Amendments

APPENDIX 4: Proposal of FMC

2. The mutual rights and obligations of the Client and the FMC shall be as set forth in the Contract, in particular:
  - (a) the FMC shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the FMC in accordance with the provisions of the Contract.

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

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of FMC]

[Authorized Representative]

# GENERAL CONDITIONS OF CONTRACT

## A. GENERAL

### 1. Definitions

1.1 Terms which are defined in the Contract Data may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms:

- a) **“Communication”** between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.
- b) **“Contract”** or **“Service Agreement”** or **“SA”** means agreement signed between Authority and FMC in accordance with terms and conditions of this Contract.
- c) **“Contract Data”** defines the documents and other information which comprise the Contract.
- d) **“Project Facility”** or **“Facility”** or or **“Project Facility Area”** or **“Facility Area”** refers to all the assets owned by the Authority which includes buildings, equipments, exhibits, artifacts etc. and as defined in Appendix 1 of this Contract.
- e) **“Facility Management Contractor”/ “FMC”/ “Facility Management Agency” / “FMA” / “Agency” / “Contractor”** means the selected entity who has completed the agreement signing formalities with the Authority for Comprehensive Facility Management Services in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh in accordance with the terms & conditions of the Contract.
- f) **“Facility Management Services”** means the providing comprehensive facility management services as per scope of work defined in this Contract.
- g) **“Contractor's Bid”** is the completed Bidding Documents submitted by the FMC to the Authority and includes Technical and Financial Bids.
- h) **“Contract Price”** or **“Contract Value”** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- i) **“Days:** are calendar days; **months** are calendar months.
- j) **“Defect”** is any part of the Project/Works/Services not completed in accordance with the Contract.
- k) **“Authority’s Representative”** is the person named in the Contract Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Authority’s Representative) who is responsible for supervising the FMC, administering the Contract, inspect the works/services, certifying payments due to the Contractor, issuing and valuing Variations to the Contract.

Authority’s Representative shall have power to give notice to the Contractor or to his representative of non-compliance of any work /services or materials, and such work/services shall be suspended, or the use of such materials shall be discontinued until the decision of the Authority. The works /services will from time to time, be examined by the Authority / Authority’s representative or any other representative appointed by the

Authority.

- l) **“Contractor’s Equipment”** is the FMC’s machinery and vehicles brought temporarily to the Site to perform the Services.
- m) **“AMC”** means Annual Maintenance Contract.
- n) **“CAM”** Common Area Maintenance
- o) **“Capital Asset”** are core assets installed by the Authority limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT&LT Panels, UPS, Fire Alarm Panel, BMS Controller, CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating. Acceptance.
- p) **“Contract Period”** is the period granted for undertaking Facility Management Services in the Project Facility as per this contract, commencing from the Effective Date.
- a) **“Materials”** are all supplies, including consumable, used by the Contractor for execution of all the Facility Management Services in accordance with this Contract.
- b) **“Maintenance”** means maintenance of the works and includes all matters connected with or incidental to such maintenance, provision of services and facilities in accordance with the provisions of the Contract;
- c) **“Specifications / Operation & Maintenance Manuals”** means the Specifications / manuals for performing operations and maintenance works included in the Contract and any modification or addition made or approved by the Authority / Authority’s representative.
- d) **“Commencement Date”** means the date on which the Service Agreement will be signed between Authority and FMC.
- e) **“Effective Date”** or **“Start Date”** the date on which the mobilization period gets completed. It is the date when the Contractor shall commence execution of the services as per provisions of this Contract.
- f) **“Mobilisation Period”** means period granted to the FMC to mobilize the manpower and equipment as per the requirements stated in this Contract.
- g) **“Subcontractor”** is a person or entity, who has a Contract with the FMC to carry out a part of the works /services in the Contract.
- h) **“Variation”** is an instruction given by the Authority’s Representative, which varies the works/services from that defined in this Contract.
- i) **“GC”** in this contract shall mean General Conditions of Contract.
- j) **“SC”** in this contract shall mean Special Conditions of Contract.
- k)

## 2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Authority’s Representative will provide instructions clarifying queries about the Conditions of the Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- i. Agreement
- ii. The Schedules to the Agreement
- iii. Letter of Acceptance, notice to proceed with the services
- iv. Contract Data
- v. Conditions of Contract including Special Conditions of Contract
- vi. The written clarifications issued to the bidders.
- vii. Written addenda/Addendum to the RFP Doc (If any)
- viii. The RFP Doc.
- ix. Data related to Project Facility provided by Authority
- x. Facility Management Contractor's Bid
- xi. Any other document listed in the Contract Data as forming the part of Contract.

**3. Standard of Performance:**

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

**4. Conflict of Interests:**

4.1 The FMC shall hold the Authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the FMC shall promptly disclose the same to the Authority and seek its instructions.

4.2 FMC not to benefit from commissions, discounts, etc.

- i. The payment of the FMC in accordance with this Contract shall constitute the FMC's only payment in connection with this Contract and, the FMC shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the FMC shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
- ii. Furthermore, the FMC shall comply with the AUTHORITY's applicable procurement guidelines for procurement of goods, works or services.

4.3 FMC and affiliates not to be otherwise interested in Project

The FMC agrees that, during the term of this Contract and after its termination, the FMC and any entity affiliated with FMC, shall be disqualified from providing goods, works or services resulting from or directly related to the FMC for the implementation of the project.

#### 4.4 Prohibition of conflicting activities

The FMC shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

### 5. Confidentiality

- 5.1 Except with the prior written consent of the Authority, the FMC and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the FMC and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

### 6. Language and Law

- 6.1 The language of the Contract and the law governing the contract are stated in the Contract Data.

### 7. Delegation

- 7.1 The Authority may delegate any of his duties and responsibilities to other person after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### 8. Communications

- 8.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered under Registered post or Speed post or Facsimile (fax) or other electronic means. The notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. The notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission.).

### 9. Sub-Contracting

- 9.1 The FMC may sub-contact any portion of work, however a prior intimation (at least 10 working days in advance of appointment) of the list of sub-contractors and their respective scope of work shall be intimated to the Authority in writing.
- 9.2 The Authority reserves the right to disapprove any sub-contractor in case any national security issues. FMC shall abide with the decision taken by the Authority.
- 9.3 Sub-contracting does not alter the facility management contractor's Obligations and responsibilities under the contract. The FMC shall not engage the services of any Sub-FMC for the purposes of discharging entire obligation under the Contract without approval of the Authority.
- 9.4 FMC shall ensure that sub-contractor possesses adequate experience in related services (at least 3- year experience in case of Security Services), has applicable licenses such as PSARA license etc., is registered with GST/EPF/ESI authorities etc. and is not under any declaration of ineligibility by any authority and should not be blacklisted with any of the government projects as on date of appointment.

### 10. Other Contractors

- 10.1 The FMC shall cooperate and share the site with other contractors, Occupants, Operators, Public Authorities, utilities and the engineer between the dates given in the schedule of other



contractors.

- 10.2 The FMC shall as referred to in the contract data, also provide facilities and services for them as described in the schedule. The Authority's representative may modify the schedule of other contractors and shall notify the FMC of any such modification.

## **11. Materials, Machinery & Equipment**

- 11.1 The FMC shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Authority as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.
- 11.2 The FMC shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- 11.3 All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Authority. The Authority may summon the complete record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by Authority in writing.
- 11.4 The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority as applicable.
- 11.5 Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Authority's Representative in Charge to remove the material.

## **12. Labour**

- 12.1 The FMC shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 12.2 The FMC shall, if required by the Authority, deliver to the Authority a return in detail, in such form and at such intervals as the authorised officer of Authority may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Authority's Representative may require.

## **13. Compliance with Labour Regulations**

- 13.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

- 13.2 The Contractor shall keep the Authority indemnified in case any action is taken against the Authority by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for nonobservance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Authority's Representative /Authority shall have the right to deduct any money due to FMC, the Authority's Representative /Authority shall have the right to deduct any money due to the FMC including his amount of performance security. The Authority/ Authority's Representative shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.
- 13.3 The employees of the FMC and the Sub-Contractor in no case shall be treated as the employees of the Authority at any point of time.

#### **14. Personnel**

- 14.1 The FMC shall employ the required personnel to carry out all the services in accordance with this Contract.
- 14.2 FMC shall provide at all time the minimum manpower as specified in Appendix 1 to efficiently and effectively manage the facility constructed at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi. However, FMC shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the FMC services at it's own cost.
- 14.3 The Authority's Representative will approve any proposed replacement or addition of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 14.4 If the Authority's Representative asks the FMC to remove a person who is a member of Contractor's staff or his work force stating the reasons, the FMC shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

#### **15. Working Hours, Overtime, Leave, etc.**

- 15.1 The FMC and his staff at the project site shall work as per the Authority's calendar and work schedule agreed with the Authority.
- 15.2 The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The FMC remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of Authority's Representative, and the FMC shall ensure that any absence on leave will not compromise the progress and quality of the Services.

#### **16. Removal and/or Replacement of Personnel**

- 16.1 In case of replacement of any of the Personnel deployed by FMC, the FMC shall provide as a replacement of a person of equivalent or better qualifications as per the provisions specified in point A5 of Appendix 1 of this Contract, and with the approval of the Authority.
- 16.2 If the Authority or Authority's Representative finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action,

or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the FMC shall, at the Authority's Representative's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.

## **17. Authority's and Facility Management Contractor's Risks**

17.1 The Authority carries the risk which this Contract states are Client's risks, and the FMC carries the risks which this Contract states are Facility Management Contractor's risks.

### **17.2 Authority's Risks**

The Authority is responsible for the excepted risks which are

(a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the FMC's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or

(b) a cause due solely to the design of the Works, other than the contractor's design.

### **17.3 Facility Management Contractor's Risks**

All risks of loss of or damage physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the FMC.

## **18. Directions of the Authority's Representative**

18.1 All the works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Authority's Representative who shall be entitled to direct at what point or points and what manner they are to be commenced and from time to time carried out.

## **19. Approval by the Authority's Representative**

19.1 The FMC shall submit the proposed operation and maintenance methodology to the Authority / Authority's Representative, who is to approve it if it complies with the requirements and specifications in accordance with the provisions of the Contract.

19.2 The Authority / Authority's Representative approval shall not alter the FMC's responsibility for carrying out any of the works.

19.3 All programme, methodology prepared by the FMC for the execution works are subject to approval by the Authority or its representative before their use.

## **20. Modifications or Variations**

20.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 26.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Authority is required.

## **21. Safety**

- 21.1 The FMC shall be responsible for maintaining the safety of all activities on the site.
- 21.2 In respect of all labour directly or indirectly employed in the work for the performance of the FMC's part of this contract, the FMC shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- 21.3 FMC is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, FMC is required to monitor the delivery.

## **22. Discoveries**

- 22.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Authority. The FMC is to notify the Authority's Representative of such discoveries and carry out the Authority's instructions for dealing with them.

## **23. Access to the Site**

- 23.1 The Authority/ Authority's Representative or any other person authorized by the Authority shall at all times have access to the Site and to all places where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

## **24. Instructions**

- 24.1 The FMC shall carry out all the instructions of the Authority/ Authority's Representative pertaining to works which comply with the applicable laws where the site is located.
- 24.2 The FMC shall permit the Authority/ Authority's Representative to inspect the FMC's accounts and records relating to the performance of the FMC and to have them audited by auditors appointed by the Authority/ Authority's Representative, if so required by the Authority/ Authority's Representative.

## **25. Fairness and Good Faith**

- 25.1 **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.
- 25.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 21 above.

## **26. Change in Applicable Law related to taxes and duties**

- 26.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to

taxes and duties which increases or decreases the cost incurred by FMC in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the FMC under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

**27. Miscellaneous provisions:**

- 27.1 “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- 27.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 27.3 The FMC shall notify the Authority of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 27.4 The FMC shall at all times indemnify and keep indemnified the Authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 27.5 The FMC shall at all times indemnify and keep indemnified the Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the FMC’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the FMC.
- 27.6 The FMC shall at all times indemnify and keep indemnified the Authority against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the FMC, in respect of wages, salaries, remuneration, compensation or the like.
- 27.7 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 27.8 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the FMC for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Authority.
- 27.9 The employees of the FMC and the Sub-Contractor in no case shall be treated as the employees of the Authority at any point of time.

**B. PAYMENTS TO THE FMC**

**28. Total Cost of the Services**

- 28.1 The total cost of the Services payable is set forth in Appendix 2 (LOA) as per the FMC’s proposal to the Authority and as negotiated thereafter.
- 28.2 In addition to the cost of the Services as specified in GC 28.1 the FMC shall also be entitled for payment against reimbursable cost as specified in Appendix 1 clause A6.1.i.
- 28.3 Except as may be otherwise agreed under GC 20, payments under this Contract shall not exceed the amount specified in Appendix 2 (LOA) and the additional reimbursable cost as per GC 28.2.

## **29. Currency of Payment:**

- 29.1 All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

## **30. Payment Certificates**

### **30.1 Payment Certificate against FMC Services**

- a. The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal monthly instalments basis during contract period.
- b. Overall cost escalation of per annum shall be applicable as per Contract Data.
- c. The FMC shall submit to the Authority's Representative, the monthly statements/bills, along with monthly MIS report along with copies of instructions recorded in the instruction book containing the instructions and compliance made thereof, covering the work done since last bill.
- d. The Authority's Representative shall check the FMC's monthly statements and deliverables within 30 days and certify the amount to be paid to the FMC after taking into account any deductions, other recoveries in terms of the contract and taxes at source, as applicable under the law, and the credit or debit for the month in question in respect of service provided by the FMC. The FMC shall be required to sign the corrections made, if any, in token of acceptance of the same, before release of payment.
- e. The Authority's representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in light of later information.

### **30.2 Payment Certificate against Reimbursable Cost**

- a. The FMC shall submit to the Authority's Representative, a separate invoice against payments eligible against reimbursable cost incurred during the respective month of invoice.
- b. The FMC shall submit invoices along with original supporting bills for payments incurred against reimbursable cost.
- c. The Authority's Representative shall check the FMC's monthly statements of reimbursable cost within 30 days and certify the amount to be paid to the FMC after taking into account any deductions. The FMC shall be required to sign the corrections made, if any, in token of acceptance of the same, before release of payment.

## **31. Payments**

- 31.1 After submission of bills by FMC, the Authority's Representative will check and submit the bill to Authority after certifying the same within 7 days. Authority shall issue the cheque not later than 7 days after receipt of certified bills. The Authority shall pay the FMC the amounts certified by the Authority's Representative within 30 days of the date of each certificate.
- 31.2 Final Bill will be submitted by the FMC within three months from the date of completion of Contract. The bill shall be based only on works as per the scope of work, including rates for any additional or extra work, which might have been sanctioned by the Authority. All Deductions due under the Contract shall be made. Final Bill shall be certified by the appointed Authority's Representative within 45 days of the submission by the FMC and sent to the

Authority. The Authority shall verify the Final Bill within 30 days for final payment. The Authority shall make the final payment within 30 days of the receipt of the final bill.

### **32. Taxes**

- 32.1 GST, if applicable on Annual Comprehensive Facility Management Cost and any reimbursable costs born by FMC is to be rendered by the FMC and shall be reimbursed by Authority to the FMC.
- 32.2 As a condition, precedent for reimbursement of the GST, the FMC shall provide a valid GST registration number issued by the concerned Statutory Authority.
- 32.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the FMC from Authority shall be solely borne by the FMC. The FMC alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws.
- 32.4 However, towards compliance with the applicable Tax laws, Authority shall deduct applicable taxes from the payments to be made by Authority to FMC and FMC shall not object to the same.

### **33. Performance Security**

- 33.1 Within 10 days of receipt of the Letter of Acceptance, the FMC shall deliver to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent as per Contract Data.  

Performance Security shall be submitted in the form of Bank Guarantee or in the form of payment through RTGS/NEFT as per bank details provided in the Contract Data.

Failure of the successful FMC to comply with the requirements of GC 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 33.2 The performance security shall be submitted for entire Contract Period and shall be valid for six months after the scheduled completion date.
- 33.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- 33.4 Should the contract period, for whatever reason be extended, the FMC, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

### **34. Appropriation of Performance Security**

- 34.1 Performance Security submitted by the FMC shall be forfeited if the FMC fails to commence operations as per the requirements of this RFP.
- 34.2 In the event the FMC fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the FMC.

- 34.3 Upon occurrence of a FMC Default or failure to meet any condition as per the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such FMC Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the FMC shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- 34.4 Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the FMC shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the FMC Default or to meet any Condition Precedent, and in the event of the FMC not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

**35. Release of Performance Security**

- 35.1 Performance Security submitted, will be returned to the Agency subject to the Authority's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.

**36. Cost of Repairs**

- 36.1 Loss of damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the duration of Contract shall be remedied by the FMC at FMC's cost if the loss or damage arises from the FMC's acts or omissions or damage to main FMC's work.

**C. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**37. Commencement of Contract:**

- 37.1 The date on which the Service Agreement will be signed between Authority and FMC will be identified as the 'Commencement Date'.

**38. Mobilisation Period**

- 38.1 The Agency will be granted mobilization period as specified in Contract Data.

**39. Commencement of Services**

- 39.1 The date on which the mobilization period gets completed will be identified as the 'Effective Date'; The Authority may request to mobilize part team on priority (if need be) during mobilization period, FMC shall extend required assistance to the Authority if such request is raised.
- 39.2 This Contract shall come into force and effect on the "Effective Date".
- 39.3 FMC shall begin carrying out the Services not later than the 'Effective Date' as specified in the Contract Data. In case of FMC's failure to commence the services within specified period, the Authority by not less than thirty (30) days written notice to FMC, declare this Contract to be terminated, and FMC shall not have any claim against the Authority.



**40. Contract Period:**

- 40.1 The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period as defined in Contract Data
- 40.2 Unless terminated earlier pursuant to Clause GC 44 hereof, this Contract shall expire on completion of entire Contract Period as specified in the Contract Data.

**41. Entire Agreement:**

- 41.1 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 other statement, representation, promise or agreement not set forth herein.

**42. Force majeure**

- 42.1 Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

A. Non-Political Events

- a. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- b. Radio active contamination, ionizing radiation
- c. Epidemic, famine.
- d. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- e. Strikes or boycotts or industrial action or any public agitation of any kind;
- f. Any event or circumstances of a nature analogous to any of the foregoing.

B. Political Event

- a. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied;
- b. Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or any material assets or rights of the FMC; provided the same has not resulted from an act or default of the FMC or such person;

- 42.2 **No Breach of Contract:** The failure of a Party to fulfill 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 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.

**42.3 Measures to be Taken:**

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable

measures to minimize the consequences of any event of Force Majeure.

- 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 case 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 written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the FMC, upon instructions by the “Authority”, shall either:
  - (i) demobilize,; or
  - (ii) continue with the Services to the extent possible, in which case the FMC shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 46.

#### **43. Suspension:**

- 43.1 The “Authority” may, by written notice of suspension to the FMC, suspend all payments to the FMC hereunder if the FMC fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the FMC to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the FMC of such notice of suspension.

#### **44. Termination**

- 44.1 The authorized officer on behalf of the Authority may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 90 days’ notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Authority.
- 44.2 Fundamental breaches of Contract include, but shall not be limited to the following:
  - a. Breach of contract by FMC
    - i. the FMC stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the authorized officer of the Authority;
    - ii. the FMC is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
    - iii. the authorized representative of the Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMC fails to correct it within a reasonable period of time determined by the authorized representative of the Authority;
    - iv. the FMC does not maintain a Performance Security which is required;

- v. the FMC has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- vi. If the FMC, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the FMC is a partnership firm or any other such legal entity having more than one constituents, the FMC shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/extent of partnership or other interest of the original constituents of the FMC shall not be diluted or varied during the subsistence of Contract.
- viii. The FMC shall not engage the services of any Sub-FMC for the purposes of discharging entire obligation under the Contract without approval of the Authority.
- ix. If the FMC, having been given a notice in writing by the Authority, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the FMC commits any acts of defaults with respect to conditions of contract.

b. Breach of contract by Authority

- i. the authorized representative of the Authority instructs the FMC to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
- ii. the Authority is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. A payment certified by the authorized representative of the Authority is not paid by the Authority to the FMC within 60 days of the date of certification by the Authorized representative of the Authority.

44.3 If the Contract is terminated the FMC shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

44.4 After the termination of the contract under this clause, the Authority shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The FMC shall have no claim against the Authority in this regard.

**45. Payment upon Termination**

45.1 If the Contract is terminated because of a fundamental breach of Contract by the FMC, the authorized representative of the Authority shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the FMC the difference shall be a debt payable to the Authority.

- 45.2 If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Authority shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the FMC and available at site, the reasonable cost of removal of Equipment, repatriation of the FMC's personnel employed solely on the Works, and the FMC's costs of protecting and securing the works and less advance payment received upto to the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.
- 45.3 No Compensation for Alteration in or Restriction in Works
- 45.4 If at any time, after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the authorized representative of the Authority shall give notice in writing of the fact to the FMC , who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings , designs and instructions , which shall involve any curtailment of the work originally contemplated.

#### **46. Disputes Resolution Mechanism**

- 46.1 If any dispute or differences of any kind what-so-ever arise between the Authority, its authorized representatives and the FMC in connection with or arising out of this contract or the execution of work, these shall be resolved as under.
- 46.2 Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the contract, the dispute shall, in the first instance, be referred for settlement to the Authority's Representative and he shall, within a period of sixty days after being requested in writing by the FMC to do so, convey his decision to the FMC. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the FMC. In case the work is already in process, the FMC shall proceed with the execution of the work on receipt of the decision of the Authority's Representative as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- 46.3 Before going for arbitration, the decision of Authority's Representative can be placed in Executive Committee of Authority. The Executive Committee can get the decision reviewed by the third party and has power to take the decision based on third party recommendation
- 46.4 If the Authority's Representative has conveyed his decision to the FMC and no claim for arbitration has been filed by the FMC within a period of sixty days from the receipt of the latter communicating the decision, the said decision shall be final and binding upon the FMC and will not be a subject matter of arbitration at all.
- 46.5 If the Authority's Representative fails to convey his decision within a period of sixty days from the date on which the said request was made by the FMC, he may refer the claim to Executive Committee of Authority, before going for arbitration.
- 46.6 All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred to the sole arbitration of a Dispute Review Expert appointed by the Authority.

- 46.7 The reference to the arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the arbitrator shall be made within six calendar months from the date of payment of the final bill to the FMC or from the date a registered notice is sent to the FMC to the effect that his final bill is ready by the Authority / Authority's Representative (whose decision in this respect shall be final and binding) whichever is earlier.
- 46.8 It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based upon facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- 46.9 The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 46.10 The arbitrator shall award separately giving his ward against each time claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- 46.11 The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- 46.12 The venue of arbitration shall be such place or places in Varanasi, Uttar Pradesh or as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- 46.13 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- 46.14 Neither party shall be entitled to bring a claim for arbitration, if it is not filled as per the time period already specified or within six months of the following: -
- Of the date of completion of the work as certified by the Authority's Representative or
  - Of the date of abandonment of the work or breach of contract under any of its clauses, or
  - Of its non-commencement or non-resumption of work within 10 days of written notice for commencement or resumption as applicable, or
  - Of the cancellation, termination or withdrawal of the work from the FMC in whole or in part and / or revision for closure of the contract, or
  - Of receiving an intimation from the Authority that the final payment due or recover from the FMC had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been fortified and absolutely barred by the time for arbitration and even for civil litigation.

46.15 No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the contract. The pending arbitration proceedings shall not disentitle the Authority to terminate the contract and to make alternate arrangement for completion of the works.

46.16 The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award.

46.17 The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

The jurisdiction of Civil Court for matter under dispute shall be on the basis of the location of the office of the Authority.

## **SPECIAL CONDITIONS OF CONTRACT**

### **47. INSURANCE**

#### **47.1 Insurance to be taken out by the FMC**

The FMC shall be responsible to take out and maintain, and shall cause any subcontractor to take out and maintain, at its (or the FMC's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks for the complete contract period, and for the coverage's in accordance with good industry practice. The Authority shall not be liable towards any insurance claims by or against the second party and or its sub-Contractors or employees of both of them.

#### **47.2 Indemnity and Insurance**

- a. The FMC shall take out and maintain adequate indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- b. Authority undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.
- c. The FMC shall indemnify at all times, the Authority from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Authority during or in connection with the services by reason of: (i) infringement or alleged infringement by the FMC of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the FMC.
- d. The FMC shall indemnify, protect and defend, at FMC's own expense, Authority, its agents, employees and advisers from and against any and all actions, claims, losses or damages arising out of FMC's failure to exercise the skill and care required under this agreement, provided, however that FMC is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the contract or services; and provided further that the ceiling on FMC's liability shall be limited to the Contract value approved by the Authority except that such ceiling shall not apply to actions, claims, losses or damages caused by FMC's gross negligence or reckless conduct;
- e. In addition to any liability the FMC may have under this agreement the FMC shall, at its own cost and expense, upon request of Authority, re-perform the Services in the event of FMC's failure to exercise the skill and care.

f. The FMC shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Authority's overriding a decision or recommendation of FMC or requiring FMC to implement a decision or recommendation with which FMC does not agree; or (ii) the improper execution of FMC's instructions by agents, employees or independent contractors of Authority.

#### 48. LIQUIDATED DAMAGES

48.1 The FMC shall pay liquidated damages to the Authority at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Authority may deduct liquidated damages from payments due to the FMC. Payment of liquidated damages does not affect the FMC's.

48.2 In case of continued default or repetitive non-performance at regular intervals, Authority may go on enhancing the levy of liquidated damages, each time limited to 1% of the amount of contract per month of further default subject to maximum limit as defined in the Contract Data.

#### 49. MANUALS & REGISTERS

49.1 The FMC shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.

49.2 If the FMC does not submit the asset register and manuals at the end of the contract period or they do not receive the Authority's approval, the Authority reserves the right to withhold the final bill payable to the FMC.

#### 50. DEDUCTION FOR NON PERFORMANCE

50.1 Subject to the terms and conditions mentioned in the Contract, any deficiency by the FMC in the performance of its delivery obligations, shall render him liable to any or all of the following penalties:

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Power – Substation / DG set	100% (Ability to be online in case of power failure to be not less than 20 secs.)	98%	1% of the monthly bill
UPS	100%	99.95%	0.5% of the monthly bill
HVAC systems for entire complex	100%	99.5%	2% of the monthly bill
Elevators	100%	98% ( each lift shall not have more than 4 times break down a year)	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill

Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	2% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the monthly bill
Minor Defects as defined in Form T 9, Table 4	100%	98%	1% of the monthly bill
Major defects as defined in Form T 9, Table 4	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill

50.2 In case of repetitive instances of non-performance regularly, the Authority may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of three months' notice.

50.3 In case of deficiency in service level agreement requirements, penalties as specified in Appendix 1 shall be applicable.

## **51. OBLIGATIONS OF FACILITY MANAGEMENT CONTRACTOR**

### **51.1 Standard of Performance**

The FMC shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The FMC shall at all the times support and safeguard the Authority's legitimate interest in any dealings with the other parties.

### **51.2 Law governing Services**

The FMC shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of FMC, comply with the Applicable Law. The Authority shall notify FMC in writing of the relevant local customs, and the FMC after such notification, respect such customs.

### **51.3 Liability of the FMC**



Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected FMC arising out of or relating to this agreement will be to the extent of the Contract Value for FMC.

The liability of the FMC shall be as per the scope of work defined in Appendix 1.

## **52. Obligation of The Authority**

### **52.1 Assistance and exemptions**

Authority shall assist the FMC and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work as per the Contract. Such assistance shall not be considered as Authority's obligation.

### **52.2 Access to Project Facility**

Authority warrants that FMC shall have, free of charge unimpeded access to all land at Project Facility in respect of which access is required for the performance of the Services. The Authority will be responsible for any damage to such land or property thereon resulting from such access and will indemnify FMC and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of FMC or Personnel or any affiliate of them.

### **52.3 Change in Applicable Law related to taxes and duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by FMC in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the FMC under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

### **52.4 Utility services, facilities and property of AUTHORITY**

Authority shall make available to the FMC and the Personnel, for the purpose of the Facility Management Services and free of any charge, the utility services, facilities and property of the Authority described in the Scope of Work.

### **52.5 Payment**

In consideration of the Services performed by the FMC under this Contract, the Authority shall make to the FMC such payments and in such a manner as is provided in the Agreement.

### **52.6 Office Space**

Authority will provide office space equivalent to 320 sq.ft in the Project Facility. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by FMC.

In case FMC requires additional space, they may propose and seek approval of the Authority for the same. FMC shall bear all costs associated with the setting-up of their office space.

### **52.7 Miscellaneous Cost**

Miscellaneous Cost like AMC only of equipment's listed in Form-T8 point A4Ii(c) of the RFP, Insurance (Project related), Utility Bills, Liaising Fee etc. will be paid by the Authority. FMC shall assist and facilitate in selection of vendors/suppliers for the rendering the services.

#### 52.8 Basic Utilities

Basic Utilities like Water and Power Supply will be provided by the Authority to FMC, however the infrastructure required for use of water and power supply shall be the responsibility of FMC.

#### 52.9 Statutory and regulatory compliances

Procurement or renewal of statutory and regulatory compliances related to Authority's assets shall be done by the Authority. Authority may seek advice from FMC for such procurement or renewals.

DRAFT

## CONTRACT DATA

S. No	Description	Detail	Clause Reference with respect to GCC
1.	Name of the Authority :	National Handloom Development Corporation Ltd. (NHDC)	NA
2.	Address of Authority	5th Floor, Tower 1, Wegmans Business Park, Sector Knowledge Park-3, Surajpur Kasna Main Road, Greater Noida - 201301 Phone No: +91 120 2329600	NA
3.	Name of the Assignee:	Managing Director, National Handloom Development Corporation Ltd.	NA
4.	Authority's Representative	To be intimated	NA
5.	Commencement Date	The date of signing of Service Agreement (Contract) between Authority (NHDC) and Selected Bidder (FMC) i.e. within ten (10) days from issue of LOA.	GC 37
6.	Mobilization Period:	30 calendar days from the Commencement Date	GC 38
7.	The Effective Date /Start Date:	Date on which the mobilization period gets completed will be identified as the 'Effective Date' i.e. 30th calendar day from commencement date	GC 39
8.	Contract Period	05 years (60 months) starting from Effective Date.	GC 40
9.	Site Particulars:	Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi	NA
10.	The law which applies to the Contract	The Law of Union Of India	Entire Contract
11.	The language of Contract document:	English	NA
12.	Amount of Insurance & Deduction by Authority	The FMC shall indemnify, protect and defend, at FMC's own expense, Authority, its agents, employees and advisers from and against any and all actions, claims, losses or damages	SC 47

		<p>arising out of FMC's failure to exercise the skill and care required under this agreement, provided, however that FMC is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the contract or services; and provided further that the <b>ceiling on FMC's liability shall be limited to the Contract Value</b> approved by the Authority except that such ceiling shall not apply to actions, claims, losses or damages caused by FMC's gross negligence or reckless conduct;</p>	
13.	The Site possession date:	NA	NA
14.	The period for submission of Programme and Deployment plan etc. for approval	7 days from issue of Letter of Award.	GC 37
15.	Annual Escalation	Overall cost escalation of 5% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost.	GC 31
16.	The Currency of Contract	Indian Rupee	GC 29
17.	Retention Money	No retention money will be deducted from each bill	NA
18.	The amount of advance payment are:	NA	NA
19.	Performance Security	<ul style="list-style-type: none"> <li>▪ <b>10% of the Contract Value</b></li> <li>▪ The standard form of Performance Security acceptable to the Authority shall be an unconditional Bank Guarantee as per the approved format.</li> <li>▪ 100% of the Performance Security submitted, will be returned to the Contractor without any interest 30 days after completion of Contract as per the provisions of the Contract</li> </ul>	GC 31

20.	Liquidated Damages	Maximum 10 % of the Contract amount	SC 48
21.	The percentage to apply to the value of the work not completed representing the Authority's additional cost for completing the Works	20%	GC 30

DRAFT

## APPENDIX 1: SCOPE OF WORK FOR THE FACILITY

### About the facility

Deendayal Hastkala Sankul (Trade Centre & Museum) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.

The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a constructed area of approx. 43,450 square meter, with sub-components including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.

The state of the art facilities offered at Deendayal Hastkala Sankul (Trade Centre & Museum), are equipped with Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes HT Panels, AC Plant, Pump room, AHU, Water Treatment Plant, Sewage Treatment Plant, surface and basement parking facilities.



## **A1 Facility Area**

- A1.1. The Facility Area where services of FMC are required shall include all areas with-in boundary of Deendayal Hastkala Sankul (Trade Centre & Museum) includes buildings, equipments, exhibits, artifacts etc. owned by the Authority / Ministry of Textiles, Govt. of India, including but not limited to all built-up areas, basements, landscape and open spaces. Refer Annexure III for details of various spaces.
- A1.2. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully. However, there are certain functions including operation and maintenance which are already covered in the existing contracts of Main Contractor/Project Management Service Provider (PMSP) including Interior Contractor/Operator for Museum. FMC shall coordinate with existing contractors for works related to common services.
- A1.3. As per the agreement between the Authority and the Operator of Museum, the operator shall be responsible only to manage the areas inside Museum Galleries. The scope of work under FMC shall cover housekeeping of toilets and lifts and operation, repair & maintenance of ambient lighting and common services.
- FMC team shall not enter Museum without prior approval from Authority or Museum Operator.
- A1.4. Spaces like Marts, Shops, Food Court, Restaurant and Bank (with ATM) are being Licensed to various entities. Upkeep, housekeeping, waste management, internal safety of goods and materials, minor repairs and replacement of fixtures of internal areas of these Licensed spaces shall be the responsibility of individual Licensees. FMC shall also coordinate with these Licensees for any assistance required.
- A1.5. Inside Licensed spaces, only repair and maintenance of common services of Project Facility like HVAC, fire-fighting, etc. shall be in the scope of FMC.
- A1.6. FMC shall also do housekeeping and routine cleaning of internal areas of Govt. offices inside Project Facility.
- A1.7. Spaces including Exhibition spaces, Convention Centre with Green Rooms, VIP Lounge, Guest Rooms and Dormitories, Meeting rooms, Open Air Theatre/Amphitheatre and all common areas with public utilities inside Project Facility are under scope of work of FMC.

## **A2 Broad Description of Facility Management**

- A2.1. This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility as per the satisfaction of client / end user.
- A2.2. Operation & Maintenance for the equipment / artefacts etc. will be carried out as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals provided by the Contractor/Project Management Service Provider (PMSP).
- A2.3. The scope of work broadly includes the operation, maintenance and management of general building operations as described in this contract for the Project Facility. The FMC will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Facility Management Contractor (FMC) will be directly reporting to the officer authorised by the Authority. The FMC shall deploy the adequate.

A2.4. This document describes the work to be carried out under the Facility Management Services for Deendayal Hastkala Sankul (Trade Centre & Crafts Museum), and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

A2.5. The Broad Scope of services required as below;

- a. Operation and Maintenance of all equipment's and E&M services,
- b. Housekeeping and Sanitation services of the entire premises,
- c. Security Services,
- d. Horticulture and Plantation,
- e. Front Desk Management,
- f. Hospitality services in guest rooms and dormitories,
- g. Waste Management,
- h. Parking Management,
- i. Pest control,
- j. Reporting and Complaint Management, and
- k. Coordination with other service providers

### **A3 Brief About Facility Management Services**

A3.1. The scope of work for facility management services is broadly divided into following categories:

a. Operation:

Operation includes:

- i. Day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. Preservation of machinery, building and services in good operating condition.
- iii. Daily / periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMC.
- iv. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at its own cost.
- v. Day to day repairs required in the entire complex under the maintenance of FMC.

b. Maintenance

i. Breakdown Maintenance is defined as

The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

ii. Preventive Maintenance is defined as

The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time



(monthly, quarterly, annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers / manufactures and as per the O& M manuals provided by the Contractor/PMSP or as deemed fit by FMC.

However, FMC scope of work includes Breakdown Maintenance, co-ordination and managing Vendors / Suppliers / Manufactures for performing preventive maintenance as per the O&M Manuals provided by the Contractor /PMSP / Supplier / Vendor / Manufacturers.

c. Management

Management includes

- i. Co-ordination with Contractors/PMSP for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers / Manufacturers for preventive maintenance.
- iii. Supervise, administer and certify works of Main Contractors/PMSP/ Vendors / Suppliers / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- iv. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- v. MIS Reporting for overall management of services.
- vi. Co-ordination for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the client / end user.

The FMC shall maintain the service levels and also maintain minimum manpower as per scope in Form T-8. **As the guidelines provided in the RFP are non-exhaustive, FMC shall also adhere to the guidelines available in CPWD manuals.**

#### **A4 Scope of Work**

Unless it is explicitly restricted, the scope of work under the Contract for Facility Management Contractor for providing facility management services including operation and maintenance of facilities constructed by the Authority as implementation agency on behalf of Ministry of Textiles, Govt. of India is as below:

##### **I. Maintenance Services.**

The FMC shall be responsible for breakdown maintenance as defined in Clause A3.1 b. The FMC for preventive maintenance shall coordinate, administer and certify works of Main Contractor/PMSP, Interiors Contractor, Vendors, Suppliers and Manufacturers, AMC service providers for rendering the services as per the terms and conditions stipulated in this document.

- i. The FMC shall be liable to perform / undertake following services:
  - a. Preserving the project, its equipment's and assets as per the satisfaction of the client

- b. Day to day repairs/service of the facilities
- c. AMC of below equipment's shall be procured by the Authority directly
  - i. D.G Set
  - ii. Lifts & Escalators
  - iii. Chillers
  - iv. Fire Alarm
  - v. Fire Fighting
  - vi. LV / CCTV / Networking
  - vii. AHU & Split Units (Lower and equipments)

For all other equipment's in the project for which AMC shall be required, as deemed necessary by the FMC, the same shall be procured by the FMC at their own cost for preservation of all project equipment's.

- d. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- e. Prepare list of probable spare parts, Electrical and Mechanical items, plumbing, AC spares including Chillers, split units etc. and DG spares and will coordinate and supervise for availability of these spares for items under AMC.
- f. Annual Building Survey and prepare program for Repairs and submit action plan.
- g. In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, starters, ballasts for common area and service, service rooms, sub-station and external lights including the landscaping, amphitheaters/OAT,
- h. Operation of all equipments in the project facility, including their minor repairs and replenishment.
  - i. Providing and replacing Connectors, contactors, lugs, Belts, Bearings, Grease, Cotton Waste, Silica Gel, CTC and other similar minor items, PVC / GI couplings, bends, fuse and other similar minor items,
  - j. Repair & rewinding of AHU, Ventilation Fans, Pumps, Motors etc., (After Defect Liability Period / Warranty Period).
  - k. Computer stationary, CD's floppies, audio cassettes as required for BMS / LV Systems, Front desk, Reception desk,
  - l. Ensure availability of Specialized Tools / Tackles such as Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc., required for operation and maintenance.

## **II. Operation Services**

The operation services under the scope of work are subdivided into two categories namely

- i. Operation of Equipment and Fixtures.
- ii. Housekeeping and Front Desk Management.

## **II (1). Operation of Equipment and Fixtures**

- i. The FMC shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. FMC shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- iii. The FMC shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMSP / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.
- iv. The FMC shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.
- v. The FMC will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- vi. The FMC shall operate all equipment's, fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.
- vii. The FMC shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.
- viii. The FMC shall be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner. The FMC shall ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.
- ix. The FMC shall operate and maintain the complete Access Control system, CCTV System, PA system and any other system as installed in the said premises.
- x. The FMC shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artifacts as specified in the O&M manual carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artifacts / equipment's due to non-maintenance of required ambient room parameters will be the responsibility of FMC and shall make good the damaged exhibit / artifacts / equipment's at his own cost.

## **II. (2). Housekeeping and Front Desk Management**

### **II.(2.1) Cleaning Services**

The FMC shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Cleanliness of all common spaces and space inside Convention Hall, Green Rooms, VIP Room, Exhibition spaces, Guest rooms and Dormitories, Kiosk spaces for artisans at Crafts Bazaar, Govt. offices and meeting rooms. within Project Facility.

- iii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility (other than those inside Museum) as per the directions in Manuals / as per directions of representative of Authority.
- iv. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally)
- v. Additional housekeeping services as and when required by Authority.
- vi. Deploy equipment's for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/maintenance etc. for these equipment's will be borne by FMC.
- vii. Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, FMC shall arrange to provide alternate equipment for the Project Facility.
- viii. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- ix. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- x. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Authority.
- xiii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xiv. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean
- xvi. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvii. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign-posted. Trailing cables and open sockets should be made safe.
- xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

- xix. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

### **II.(2.2) Cleaning of Toilets**

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

### **II.(2.3) Waste Management**

- i. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- ii. FMC shall Collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Authority
- iii. FMC shall ensure that 100% of recyclable waste is being recycled.
- iv. FMC shall be responsible for arranging the transport and in consultation with Authority, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- v. Waste management methodology shall comply with the guidelines laid down in applicable Waste Management Rules of Central Government and Local Authorities,
- vi. Renovation Debris is to be stored at designated space at designated area
- vii. The FMC undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load

### **II.(2.4) Pest Control**

The FMC shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

#### **i. Disinfestations Treatment**

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc. The

FMC shall take the following control measures:

- a. Intensive / extensive spray with oil / water based chemicals.
- b. Frequency: Fortnightly as per client schedule and need base

#### **ii. Rodent Control**

Pest Covered: Domestic / Field Rodents. The FMC shall take the following control measures:

- a. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- b. Trapping with lures
- c. Eliminating rats / mice with glue traps
- d. Frequency: Monthly as per client schedule and need base.

### **iii. Fly Control**

The FMC shall take the following control measures:

- a. Sanitation
- b. Chemical control
- c. Frequency: Monthly as per client schedule and need base
- d. Sanitation
- e. Chemical control
- f. Frequency: Monthly as per client schedule and need base

### **iv. Mosquito Control**

The treatment will be carried out all over the premises and surrounding areas inside and outside. The FMC shall take the following control measures:

- a. Residual Spot Spraying
- b. Fogging Operations
- c. Mist Blowing
- d. Frequency: Fortnightly as per client schedule and need base

## **II.(2.5) Hospitality Services**

The FMC shall operate guest rooms and dormitories as per the guidelines provided by Authority. These Services shall include managing bookings, rent collection and its reporting, room service, housekeeping, washing/ changing /dry cleaning of bed covers and linen etc., operation of air conditioners, cleaning of rooms including toilets, keeping toilets well equipped with supplies, keeping furniture and furnishings arrangements in order, guiding visitors to their destinations in the premises, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

The helpdesk / front desk operations shall include responding and resolving the problems which may related to guests which may or may not be logged.

The Dormitories and Guest rooms are envisaged to only provide accommodation facilities to the guests and shall not cover door-step service of food and beverages and any laundry of guest's personal belongings etc. by FMC.

## **II.(2.6) Help Desk, Front Desk Services**

The FMC shall operate front desk/ help desk as per the guidelines provided by Authority. These Services pertain to the assisting / guiding the visitors, Authority's staff, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

The helpdesk / front desk operations shall include responding and resolving the problems which may related to visitors / premises which may or may not be logged (problems such as failure of UPS, fire alarm etc.).

Primarily, Front Desk is required, one each, at Crafts Bazaar /Entrance Plaza during business

hours and 24/7 at Guest Rooms and Dormitories.

### **II.(2.7) Horticulture**

The FMC shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipments shall be procured by FMC including grass cutting machine and other tools required for maintenance of horticulture areas.

FMC shall provide seasonal plants and seasonal flowers as deemed fit by the FMC to maintain the horticulture / landscape as per the satisfaction of client/ end user.

FMC shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Mannure etc.

Guidelines for maintenance of buildings and services as contained in CPWD Manual shall be applicable in general for horticultural maintenance also.

### **III. Management Services**

The FMC shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- i. Provide required assistance to the Authority during transition period of handover – takeover of the Project Facility from the Main Contractor / PMSP including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Project including Authority, PMSP, Project Architect, Contractors, Consultants and other agencies.
- iv. Maintain a record of all the Equipments/ assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Authority when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Authority.
- v. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports,
- vi. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- vii. Co-ordinate with Main Contractor/PMSP/ Interior Contractor for rectifying of defects under the DLP period.
- viii. Assist the Authority in payment of all utility bills,
- ix. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges on behalf of the Authority and deposit the same with the Authority.
- x. Calculation of common area maintenance charges.
- xi. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting

- structure; etc.
- xii. FMC shall adopt biometric attendance system at its own cost for Attendance management and reporting. Provision of daily monitoring rights shall be provided to the Authority.
  - xiii. Prepare a preventive maintenance plan for all equipments / fittings & fixtures, ensuring 100% compliance. FMC shall co-ordinate for:
    - Repair technician for doors, blinds and floor springs etc.
    - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, Plumbing Works (auto flush system, other sanitary fixtures), IT Installations (Computers, monitors, CPU's), AV Installations and related items covered under the scope of Main Contractor / Interior Contractor.
    - Works like painting, polishing, tiling, ceiling works etc.
  - xiv. Co-ordinate administer and certify works of Vendors / Manufacturers / Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC / Warranty period.
  - xv. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
  - xvi. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
  - xvii. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Authority.
  - xviii. Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.
  - xix. It is the responsibility of the FMC to ensure highest level of uptime and reliability of all equipment is maintained at site.
  - xx. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
  - xxi. Brief the representative on maintenance and operational proceedings on day to day basis.
  - xxii. Liaison with local, state authorities, and/or private agencies related to the Facility.
  - xxiii. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.
  - xxiv. Provide support and guidance to the Authority in all matters as requested
  - xxv. The FMC, within its staff shall provide persons who are trained in first-aid/ paramedics to coordinate with Wellness Centre/ First Aid Room in case of emergency.

The FMC shall report to a Nodal Officer appointed by Authority for the management services as and when required.

### III.(1). Complaint management

FMC shall create complaint kiosk with designated senior official of FMC managing the same with



adequate infrastructure for time bound complaint management. FMC shall develop an online software based application for facilitating complaint raising by end-users where an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Authority. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The following are defined SLA times for responding and closure of complaints by FMC and based on standards these present guidelines and may be changed by Authority from time to time.

*Table: Service Level Agreement (Defects)*

Description of Complaints	Service required	Report	Complaint closure time
For minor defects	Rectification without any replacement by FMC personnel	Immediately	2hrs
For Major Defects			
Item available locally	Rectification / Replacement by external agencies (Main Contractor PMSP/ Interior Contractor / Vendors / Manufacturer / Supplier	Immediately	1 week
Item available domestically		24hrs	2 weeks
Item to be procured internationally		48hrs	1 month

To the extent possible, FMC shall make ensure that Vendor / Manufacturer performs their obligations as per Contract. Even after FMC making all the efforts, Vendor / manufacturer fails to perform its obligations, the FMC shall notify the Authority and ask for necessary action.

*Table: Service Level Agreement (Operations)*

**A. Daily services: (First shift should be completed before 8:30 Am every day)**

S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces). Please refer point 7 below separately.	2 Times / Day	1 Day	500 / Day
2	During events/exhibitions in the project facility the housekeeping (inc. sweeping, wet mopping, dusting etc.) of all the premises in connected amenities were the event/exhibition is organized.	4 Times / Day	1 Day	500 / Day
3	Cleaning of Toilets as per defined scope of work	4 Times / Day	1 Day	500 / Day
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	2 Times / Day	Compulsory	1000 / Day

5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the central government or local authority.  <b>Should be completed before 8:30 Am every day.</b>	Once / Day	Compulsory	10,000 / Day
6	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc, telephone instrument, pedestal fans.	2 Times / Day	1 Day	1,000 / Day
7	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	1 Day	1,000 / Day
8	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Drive way and compound area.	Once / Day	1 Day	1,000 / Day
9	Cleaning and Upkeep of all parking, service and maintenance areas	Once / Day	1 Day	1,000 / Day

#### B. Hospitality Services for Guest Rooms and Dormitories:

S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Room Service	As per request raised by guest	Per Incident	1,000 / incident
2	Washing and cleaning of bed covers, pillow covers and all other bed and toilet linens.	Once / Day	Per Incident	1,000 / incident
3	Housekeeping of rooms and cleaning of toilets (as per scope of work)	Once / Day	Per Incident	1,000 / incident
4	Help Desk, Front Desk Services	24 Hrs	Per Incident	1,000 / incident

#### C. Regular Maintenance services

S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of External surface including glass façade, external building surface, structure at entrance plaza at all heights.	Once a Month	1 Day	500 / Day
2	Shampoo Cleaning of all Carpets, Sofas, Chairs	As per Manufacturer recommended methods and	Compulsory	500 / Day

		intervals.		
3	Cleaning and disinfection of all water tanks	Once a Month	1 Day	10,000 / Day

**UG TANK & WATER SUPPLY (as per scope of work)**

S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000 / Day
2	Maintenance of submersible pumps.	Once / 15 Days	3 Days	20000 / 15 Days
3	Painting and erection of MS Ladder or replacement if required and if found theft or damaged	Once a Month	Compulsory	As Per twice the Market Rate of Damaged / Theft Fixture Or 2000 / Day whichever is higher
4	Chemical treatment of water for purification.	In Alternate Days	4 Days	500 / Day
5	Maintenance of manhole covers including replacement if found damaged or theft.	Once / 15 Days	Compulsory	As Per twice the Market Rate of Damaged / Theft Fixture Or 2000 / Day whichever is higher

**SW DRAIN AND SEWAGE SYSTEM**

S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of bed properly including removing of mud, soil etc	1 Time / Week	1 Day	10,000 / Day

2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Week	1 Day	10,000 / Day
<b>PEST CONTROL</b>				
S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Disinfestations Treatment	1 Time / Fortnightly	1 Day	10,000 / Day
2	Rodent Control	1 Time / Monthly	1 Day	10,000 / On repeated non-compliance.
3	Fly Control	1 Time / Monthly	1 Day	10,000 / On repeated non-compliance.
4	Mosquito Control	1 Time / Fortnightly	1 Day	10,000 / On repeated non-compliance.

#### D. Others

S. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Repair and maintenance of sanitary fixtures, lavatories etc.	On Alternate Days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As Per twice the Market Rate of Damaged / Theft Fixture Or 2000 / Day whichever is higher
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of Authority's Representative in charge.	Immediate	Compulsory	As Per twice the Market Rate of Damaged / Theft Fixture Or

				2000 / Day whichever is higher
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	On Alternate Days	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	Immediate	Compulsory	As Per twice the Market Rate of Damaged / Theft Fixture Or 2000 / Day whichever is
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's, and all main and sub panels including replacement of all fixtures if found theft or damaged.	On Alternate Days	1 Week	300 / Day
7	Regular maintenance of plumbing fixtures	On Alternate Days	1 Week	700 / Day

#### Specific

S. No.	Service Level Requirement	Schedule / Timing	Non Compliance Limit	Penalty Rate (INR)
<b>PUMP ROOM</b>				
1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In Alternate Days	1 Day	As Per twice the Market Rate of Damaged / Theft Fixture Or 15000 / Day whichever is higher
<b>DRINKING WATER FOUNTAIN</b>				
1	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	1 Time / Day	1 Day	40000 / Day

S. No.	Service Level Requirement	Schedule / Timing	Non Compliance Limit	Penalty Rate (INR)
2	Painting inside outside as per approved paint on railings and outer concrete face	1 Time / 6 Months	1 Month	10000 / 15 Days
<b>FOUNTAIN</b>				

1	Cleaning of raft, walls inner face of paper tiles and outer face of granite work	1 Times / Week	1 Day	15000 / Day
2	Repairing work of paper tiles and replacement if damaged of required shades and pattern.	1 Time / Month	1 Day	11000 / Day
3	Regular maintenance of all jets sprays, nozzles, lights fixtures, supply pipes, main supply, sub main water supplies, electrical cables, motors and other fixtures.	On Alternate Days	3 Days	30000 / Day

#### **HORTICULTURE WORK**

1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	20000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and grassing if required.	Daily or Twice Daily	Compulsory	50000 / Day
3	Manual watering.	Whenever Required	Compulsory	1000 / Day
4	Replacement of damaged grass, trees and shrubs.	Whenever Required (to be done immediately)	Compulsory	1000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	1000 / Day

#### **GARDEN UTILITY**

S. No.	Service Level Requirement	Schedule / Timing	Non Compliance Limit	Penalty Rate (INR)
1	Dusting of each and every benches and dust bin	3 Times / Day	1 Day	1000 / Day
2	Wiping the chairs	1 Time / Day	1 Day	500 / Day
3	Cleaning, Repairing work for benches & dust bin	On Alternate Days	1 Week	22000 / Day

#### **IRRIGATION / AUTOMATION UNIT**

1	Regular maintenance & cleaning of all valves.	1 Time / Week	1 Day	15000 / Day
2	Regular maintenance for all main line, sub lines water supplies.	1 Time / Week	1 Day	10000 / Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On Alternate Days	1 Days	25000 / Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	Immediate	Compulsory	30000 / Day

5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / Week	1 Day	10000 / Day
<b>BARBED WIRE FENCING FOR UNAQUIRED LAND</b>				
1	Regular maintenance for barbed wire fencing including all hooks tightening, re-fixing and making vertical MS angle in plumb.	1 Time / Week	1 Day	1500 / Day
2	Re-fixing of MS angle including all excavation, concreting and curing if required	Whenever needed	Compulsory	10000 / Day
3	Painting work for MS angle	1 Time / 3 Months	15 Days	3000 / Day
<i>S. No.</i>	<i>Service Level Requirement</i>	<i>Schedule / Timing</i>	<i>Non Compliance Limit</i>	<i>Penalty Rate (INR)</i>
<b>WATER BODY POND</b>				
1	Cleaning of pond, cleaning of waste, algae and garbage from pond.	2 Time / Months	15 Days	10000 / Day
2	Removal of weeds	1 Time / Year	15 Days	15000 / Day
3	Leveling of bottom soil surface disturbed by the flow of water.	1 Time / 6 Months	15 Days	17000 / Week
4	Dry pitching with random rubble masonry work if required or found settlement including gaps filling with mureom or sand.	Whenever Required	Compulsory	20000 / Week
5	Supply of water to maintain required water level.	1 Time / Week	Compulsory	20000 / Week
<b>AMPHITHEATER</b>				
1	Dusting of each and every steps, stairs, slopes, railings.	3 Times / Day	1 Day	1000 / Day
2	Cleaning of steps, stairs, slopes, railings by wet mopping, dry mopping and dusting.	1 Time / Day	1 Day	500 / Day
3	Painting inside outside as per approved paint on CC copings, retaining walls.	1 Time / 3 Month	1 Month	17000 / 15 Days
4	De-weeding work for grass area	On Alternate Days	1 Week	700 / Day
5	Regular maintenance of shrubs, grass including replacement of damaged part.	On Alternate Days	1 Week	700 / Day
<b>PATHWAY</b>				
1	De-weeding work for pathways including all anti-termite treatment, cutting, removing and gap filling with sand if required.	2 Times / Month	15 Days	150000 / Day
2	Removal of water by manually-stacked rain water	Every day before Park opening	1 Day	5000 / Day

		time		
3	Uplifting levels of Interlocking paver blocks by providing sand below Interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	20000 / Week
4	Cleaning of pathway areas - removing of all wastage, polythene, garbage, weeds, dust, debris, Leaf, polythene, porch etc. collection removal & transportation up to desired point	On Alternate Days	2 Days	20000 / Week
5	Removal and making of damaged kerb stone including plaster to provide wheel holes for water drainage to lawn areas.	On Alternate Days	2 Days	10000 / Week
6	Painting work of Kerb stone of approved shades	1 Time / 6 Months	1 Month	10000 / Week
<b>BOUNDARY WALL</b>				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates & gate columns.	1 Time / 6 Month	1 Month	20000 / 15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of Authority's Representative in charge.	Immediate	Compulsory	As Per twice the Market Rate of Damaged / Theft Fixture Or 2000 / Day whichever is higher
3	Cleaning of all lamps, street light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300 / Day

### III.(2.) Reporting

The FMC shall establish a MIS system for reporting. The FMC shall submit the following reports on monthly basis to the Authority's Representative:

- a. Initial Review Report;
- b. Monthly Reports;
- c. Deployment Report; and
- d. Attendance Reports
- e. Statutory compliance intimation report

The MIS report shall cover the following aspects:

- a. Consumption and stock of consumables
- b. Compliance of preventive maintenance plan
- c. Resource deployment report (manpower, equipment)



- d. Expense report (committed and invoiced amounts)
- e. Energy consumption – by utility, by premise
- f. Status of periodic activities as described under scope of work for Operation, Maintenance.
- g. Facility Inspection: The FMC shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain / enhance the appearance, operation, and safety aspects of all the facility as approved by Authority. The FMC shall indicate frequency of inspection covering all premises.
- h. Highlight Critical Issues / Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- i. Prepare a foot fall report for the visitors.
- j. Customer Feedback Analysis
- k. Report on Audits/ drills etc.
- l. Complaint Management reporting.
- m. MIS on procurement, statutory payments & on any other invoices processed by Authority.
- n. Any other reports as needed from time to time.
- o. IT assets, stationaries and operating cost required to prepare report is in the scope of FMC
- p. FMC has the option to use / implement any software for managing the Facility.
- q. FMC shall submit the Performa and format and the same shall be approved by Authorized Officer.
- r. **Statutory compliance intimation report:** FMC shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. FMC shall monitor and intimate the Authority minimum 30 days in advance before expiry of any such statutory or regulatory compliances.
- s. Any other reports / compliance certificates as needed from time to time

#### **IV. Parking Management**

FMC can use the revenue generated from ticketing of parking as its own income, under below mandatory conditions for FMC:

- a. Government vehicles and one car parking space per Licensee of Project Facility shall be exempted from parking charges
- b. Parking charges shall not be more than the rates prescribed by the district administration/ local authorities
- c. FMC shall be responsible for operation and management of entire parking within Project Facility through-out contract period
- d. Vehicle and traffic management in Project Facility,
- e. Manage way - finding / space monitoring & guiding for parking,
- f. Coordination with local authority where required,
- g. Procure any equipment's or infrastructure required for parking management on its own cost

#### **V. Security Services**

Security of Project Facility is in FMC scope. The activities and responsibilities of FMC are:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,

- b. Ensure safety and security of men and material,
- c. Guiding visitors to desired locations/ concerned officials/ occupants,
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- e. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- f. Prevent entry of stray animals like cow, dogs etc.,
- g. Round the clock patrolling of the Project Facility,
- h. Frisking shall be limited to the entrance and exit of Museum.
- i. Hand held metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags, only at Frisking points.
- j. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority,
- k. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be
  - b. well equipped with their update contact numbers,
  - a. Visitor's management in common areas, during events & exhibitions, and during other special occasions,
  - b. Having effective control on movement of materials in / out,
  - c. Physical guarding of entry / exit points,
  - c. q. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
  - d. r. Assisting the occupants during the emergency evacuation of the building,
  - e. Rescue operation of passengers stranded in the lifts,
  - f. Complete disaster management in case of emergencies/ disasters,
  - g. Providing of adequate security as per the requirement,
  - h. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
  - i. FMC shall provide a Biometric Attendance System for all the manpower provided by the FMC or its Sub-Contractors.
  - j. FMC shall provide at his own cost (i) proper clean uniform and badges and (ii) photo identity cards as per laid down rules for Private Security Agencies.
  - k. FMC shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
  - l. FMC shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
  - m.** FMC shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

## A5 MANPOWER

A5.1 The FMC shall have the following minimum manpower to efficiently and effectively manage the facility constructed at Deendayal Hastkala Sankul (Trade Centre & Museum) project:

<b>A) OPERATION AND MAINTENANCE</b>		
<b><u>Civil Maintenance</u></b>		
<b>SN</b>	<b>Description</b>	<b>Qty</b>
1	Mason	1
2	Carpenter/ Fitter	1
3	Sewer-man	1
4	Plumber	1
5	Multi-purpose / Beldar	2
<b><u>Electrical Maintenance</u></b>		
<b>SN</b>	<b>Description</b>	<b>Qty</b>
1	Supervisor	1
2	Electrician /Wireman	2
3	Helper / Khallasi	2
<b><u>Operation &amp; Maintenance of Specialised E&amp;M Equipments</u></b>		
<b>SN</b>	<b>Description</b>	<b>Qty</b>
	<b><i>In-charge</i></b>	
1	Station Manager (at-least Graduate, Computer literate and having 10 years experience in Maintenance & Operation of a Govt. Office Complex) common for all services	1
	<b><i>Operation of Fire Fighting, Fire Alarm, Public Address Systems (24 x 7 Hour basis)</i></b>	
2	Fire Supervisor (Passed out from any National Fire Training Institute)	1
3	Fire Alarm Technician	3
4	Fire Pump Operator	3
	<b><i>Operation of Electric Substation (3x1600 KVA) and DG Sets (2*1500 KVA + 1*500 KVA) for 24 X 7 hour basis</i></b>	
5	Operator	3
	<b><i>Operation of BMS system and CCTV on 24 x 7 hour basis</i></b>	
6	Operator	3
	<b><i>Operation of Lifts (8+2 = 10 NOS. Lifts)</i></b>	
7	Lift Operator	3
8	Graduate Lift Operator (specially for VIPs)	1
	<b><i>Operation of Escalator ( 2 NOS.)</i></b>	
9	Operator	1
	<b><i>Operation of 2 X 400 TR HVAC plant</i></b>	
10	AC Plant Operator	2
	Helper / Khallasi	2
	<b><i>Operation of Sewage Treatment Plant (STP)</i></b>	
11	STP Operator	2
	<b><i>Operation of Bore-well / WTP and water pumps / RO Plant (500 LPH)</i></b>	
12	Pump Operator	1
	<b><i>IT &amp; EPABX Services</i></b>	
13	IT Engineer (Minimum Btech with 3 year relevant experience)	1
14	EPABX Technician	1

<b>B) <u>HOUSEKEEPING</u></b>		
1	Supervisor (General & Housekeeping work)	3
2	Housekeepers	40
<b>C) <u>HORTICULTURE WORKS</u></b>		
<b>SN</b>	<b>Description</b>	<b>Qty</b>
1	Head Gardner / Choudhary	1
2	Gardner / Mali	3
3	Helper for Mali	2
<b>D) <u>AUDIO VIDEO OPERATION</u></b>		
<b>SN</b>	<b>Description</b>	<b>Qty</b>
	<b>Operation of Audio-Video equipment at Convention/Projector Room/OATs/meeting rooms</b>	
1	<b>Audio-Video Operator</b> (Minimum Btech with 3 year relevant experience)	1
<b>E) <u>SECURITY SERVICES</u></b>		
<b>SN</b>	<b>Description</b>	<b>Qty</b>
	<b>Providing Security Services (24 x 7 Hour basis)</b>	
1	Security Officer (Retired from CISF of at-least SI Rank or equal)	1
2	Security Supervisor (Skilled)	3
3	Gunman (Skilled)	3
4	Security Guard (Semiskilled)	24

A5.2 Above is the minimum manpower requirement by the Authority:

- i. FMC shall provide the above minimum manpower to efficiently and effectively manage the facility constructed at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi. However, FMC shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the FMC services at its own cost.
- ii. Manpower related to following services are also required to be deployed for 24X7 shift.
  - a. Technical Services requiring following technician: Electrician, Plumber, Control room supervisor, BMS supervisor, Fire mechanic, Security personnel and any other personnel required for smooth functioning of the project.
  - b. Housekeeping and front desk at Dormitories and Guest House
- iii. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.
- iv. Distribution of manpower and shifts to be decided by FMC. The above minimum manpower is the cumulative minimum manpower of the entire 24hrs per day.
- v. The tentative duration of working hours/operational hours of museum will be 8 hours, subject to finalization of timings by the client to be conveyed at the time of signing of agreement.
- vi. Police verification of the manpower deployed by the FMC contractor should be complete and client can ask to share the information with them any time, if required.
- vii. Govt. minimum wages will be applicable for manpower deployment.

A.5.3 For additional manpower requirement on temporary basis, bidder shall indicate daily cost separately for such manpower in the format provided as annexure to Financial bid format. FMC would provide such temporary manpower on receiving written request from Authority for the same. Cost for such temporary manpower shall not be added to financial bid or used for financial ranking of bidders.

#### **A6 Other Inclusions & Exclusions of the Services**

#### A6.1 Other Inclusions

##### i. Reimbursable costs

1. FMC shall procure Diesel required for the project. A log book shall be maintained by the FMC. The entries shall be verified from the Authority's Representative on daily basis. FMC shall submit invoices for reimbursement on monthly basis along with submission of supporting documents.
- ii. FMC shall maintain adequate stock of all consumables required for unhindered operations of the facility as per the satisfaction of the client, at their own cost
- iii. Administrative support will be provided by FMC for all insurance claims,
- iv. Annual testing /rectification for all years of contract period (including first year) shall be in the scope of FMC on its own cost.
- v. Advance intimation and advise in renewal of all statutory licenses/ NOC's/approvals/clearances. For this, statutory fee required if any shall be paid by Authority

#### A6.2 Exclusions

- i. PMSP (NBCC Ltd.), shall deploy skilled workers from contractors for regular inspection and rectification of defects which may be developed during one year from date of handing over i.e. 7<sup>th</sup> February 2018,
  - ii. Annual Maintenance Contract (AMC) of equipment's installed by the Authority, as per list provided in clause A4.I.
  - iii. Capital Equipment's Replacement / Major Repair (Beyond Rs. 30,000/-each item of work) for items not covered in comprehensive AMC only,
  - iv. Spares procurement of Capital Equipment. FMC team will recommend the list, once the FM contract finalized,
- “Capital Asset / Equipment's”** are core assets installed by the Authority limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT&LT Panels, UPS, Fire Alarm Panel, BMS Controller, CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating.
- v. Improvement of Refurbishments like Periodical Painting etc.,
  - vi. Statutory Payment to Govt. Bodies,
  - vii. Goods & Services Tax as applicable.
  - viii. Insurance for Building, Fire, Equipment's (other than Preventive & Breakdown Maintenance) & Third party Insurance excluding FMC Personnel, their Equipment's & their Deployed Manpower and due to negligence attributed to FMC during Operation & Maintenance or otherwise processing. Necessary guidance and documentation will be carried out by FMC.

**FORM-T9: EQUIPMENT AVAILABILITY/ACCESS COMMITMENT & MATERIALS /  
CONSUMABLES TO BE USED**

**INSERT COPY FROM FMC'S PROPOSAL**

DRAFT

**FORM-T10: WORK PLAN**

**INSERT COPY FROM FMC'S PROPOSAL**

**DRAFT**

**FORM-T11: BRIEF ON QUALITY CONTROL MECHANISM**

**INSERT COPY FROM FMC'S PROPOSAL**

DRAFT



**FORM-T12: ANTI COLLUSION CERTIFICATE**

**INSERT COPY FROM FMC'S PROPOSAL**

DRAFT

## Annexure I: List of Key Plant & Equipment to be Deployed on Contract Work

### 1. Engineering Tools

Sr. No.	Name of Tools	Sr. No.	Name of Tools
1	Megger (0-500volts)	2	Gloves (Electrical) (HT/ LT.)
3	Multi-Meter (digital) – Texas Instruments/Fluke	4	Grease gun (heavy Duty)
5	Tong tester/Clamp Meter ( Digital)	6	Chisel Small & Big (heavy duty)
7	Thermometer Digital	8	Safety Goggles
9	Air Blower (Hot)	10	Nose Pliers 9"
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic
13	Crimping Tools	14	Parrot Wrench 10"
15	Crimping Tool for Electrical	16	Safety helmet
17	Electric Drill M/C	18	Safety belt ( with complete specifications)
19	Torch with cells	20	Cartridge fuses puller (HT / LT.)
21	Pliers	22	Measuring tape - 5 mtrs
23	Screw Driver Set	24	Pipe wrench 18"
25	Screw Driver Set	26	Bearing Puller
27	Screw Driver 8"/12"	28	Digital Anemometer
29	Pipe Wrench 12"/10"/8" (set 1 of each)	30	Water Testing Kit
31	Line Tester	32	Digital LUX Meter
33	D-Spanner Set	34	Db meter for noise level monitoring
35	Ring Spanner Set	36	IR GUN
37	Screw wrench	38	Torque spanner
39	Box Spanner Set	40	Ear Muffler
41	Bench Wise 6"	42	SAW
43	Hacksaw Frame	44	All Electrical /Carpentry / Plumbing works related Tools
45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs

### 2. House Keeping Tools / Equipments

Sr. No.	Name of Tools
1	Commercial vacuum cleaner
2	High pressure jet cleaning machine
3	Puzzy machine to clean chairs and sofas
4	Floor scrubber / polishing machine
5	Wringer Mop Trolley
6	Motorized Grass cutter
7	Road sweeping machine
8	Telescoping ladder
9	Fork Lift
10	Equipment for cleaning facades of building higher than 15 m (non-accessible in nature)

*Note:*

**(The lists shown are not exhaustive lists and the bidder if required may add based on their assessment of work in FORM T9.)**

**Add Form T9 from bidder**

## **Annexure II: List of Consumables to be used**

### **1. List of Consumables**

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the FMC in his submission. The FMC shall use the Godrej / Johnson / Taski / Hindustan Unilever / Manufacturing Brand approved by Authority, for the listed consumables. The FMC can also suggest the other brand with same quality and shall get it approved from Authority.

- i. Phenyl (to be used for housekeeping / cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite
- vi. Brasso
- vii. R1 (Bathroom Cleaner)
- viii. R2 (Glass Cleaner/Colin)
- ix. R4 (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Baygon/ Mortein Spray
- xv. Binliners
- xvi. Odonil
- xvii. Urinal Cubes
- xviii. Hand Wash Liquid
- xix. Toilet Roll Paper
- xx. Tissue Box – premier for cabin use
- xxi. Hand Towel-Tissue Paper-C- Fold
- xxii. Dettol Antiseptic