

Response to pre-bid meeting queries (held on 26.04.2018)

on Request for Proposal (RFP) For Selection of Agency for Providing Comprehensive Facility Management Services

in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi (2nd Call published on 21.04.2018)

Sl. No	Provisions as per Request for Proposal (RFP)			Queries/Suggestions raised by participants	Authority's response to queries
1.	1.2.4 Eligibility Criteria			Our company a proprietor ship company so please suggest can we enclosed service tax registration or three year old labour licenses in this reference	<p>In addition to documents mentioned under Required Supporting Document for Eligibility Criteria 'A', the supporting document of Applicant's business registration under proprietorship, shall also include Service Tax registration certificate and Labour License (accompanied with EPF and ESI registration) in the name of Applicant (firm) and shall contain year of firm registration (meeting minimum eligibility criteria) and business in similar services.</p> <p>All supporting documents must be duly signed by Authorized representative of Applicant.</p> <p>Authority reserves the right to ask Applicant to show the original of submitted document for verification.</p>
	Criteria	Description	Required Supporting Document		
	Technical Criteria				
	A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm with minimum 3 years of experience in providing similar services;	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm and also submit a copy of MoA and AoA highlighting business in similar services. All supporting documents must be duly signed by Authorized representative of Applicant.		

Sl. No	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's response to queries
2.	Form T8, A5 MANPOWER and Form T8 clause A5.2 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 it's own cost.	The number of Manpower specified in the RFP is for Non-Event Days. Will the authority pay for the extra (manpower , equipment ,housekeeping consumables, electromechanical consumables) cost for the Event Days .	No change in RFP clause Form T8, A5 For clarity, please also refer Point 4 of Form F2: Financial Bid which is reiterated below: This RFP is for providing comprehensive facility management services as per the Service Level Requirements. The manpower indicated by the Authority in this RFP is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except fuel) etc. required for providing all services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid. No additional payment would be made to the FMC for event days for the service provided as per Scope of Work for the Facility Management Services defined under Form-T8.
3.	Form T8 SCOPE OF WORK FOR THE FACILITY	Does the Scope of RO comes under FMC , if yes then the cost of Membrane , Descaling , Filter has to be included in the Cost of Proposal .	There is no RO water purifier installed in the Project Facility, hence, is not in the scope of work of FMC. Please review Annexure III of the RFP for details of project assets.
4.	Form T8 clause A5.2 vii. The project facility is developed by Ministry of Textiles, Govt. of India (which is Central Govt.), hence minimum wages applicable under works related to such project under all appropriate labour related laws of India, as amended from time to time, shall be applicable.	Varanasi comes under "B"; category of Central Minimum wage . Authority should specify this in the RFP ,so that there is no discrepancy in the cost of Proposal.	No change in RFP Form T8 clause A5.2 vii. For clarification, as per the present classification of cities into areas mentioned in the order issued by O/o Chief Labour Commissioner(C), Ministry of Labour & Employment, Govt. of India, regarding VDA Minimum Wages Notification dated 03 rd April 2018, the Urban Agglomeration of Varanasi is listed under Area – "B" . Applicants are required to take into account labour related laws of India including notifications related to minimum wages as amended from time to time.
5.	Form T8, clause A6.2 Exclusions	Tiles repair is under FMC scope , the cost of Tiles will be borne by whom ?	As per clause Form T8, clause A6.2 Exclusions point iii (as reiterated below), ... iii. Capital Equipment's Replacement / Major Repair (Beyond Rs. 30,000/-each item of work) only for items not covered in AMC procured by the Authority. ...
6.		The cost of Battery , UPS will be borne by whom ?	...

Sl. No	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's response to queries												
			Hence FMC shall be responsible for Capital Equipment's Replacement / Major Repair costing upto Rs. 30,000/-each item of work, only for items not covered in scope of work of AMC (attached to RFP) under procurement by the Authority. Applicant is required to provide a lump-sum quote in the financial bid as per terms and instructions in the RFP.												
7.	Form-T9: Equipment Availability/Access Commitment & Materials / Consumables to be used	List of materials Per Day/Per Week/Per Month should be only for non-event days .	Details required under Form-T9 is for understanding of the Authority about minimum commitment by FMC for required items under this form and not intended to limit the scope of work of FMC in any way. Applicant is required to provide a lump-sum quote in the financial bid as per terms and instructions in the RFP.												
8.	A6.1 Other Inclusions i. Reimbursable costs a. FMC shall procure Diesel required for the project. A log book shall be maintained by the FMC. The entries shall be verified from the Authorized representative on daily basis. FMC shall submit invoices as per actual for reimbursement on monthly basis along with submission of supporting documents.	Diesel cost to be reimbursed after 30 Days. The cost of Diesel would be too high , so request you to pay within a shorter period .	No change in RFP terms in this regard												
9.	<table><tr><td colspan="3">1.2.4 Eligibility Criteria</td></tr><tr><th>Criteria</th><th>Description</th><th>Required Supporting Document</th></tr><tr><td colspan="3">Technical Criteria</td></tr><tr><td>B.</td><td>Bidder should have undertaken similar work for a period of minimum one year on at least one individual eligible project with minimum built up area of 20,000 sqm in last 5 years upto last day of the month preceding to the one in which applications are invited.</td><td>Attested copy of supporting work order, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.</td></tr></table>	1.2.4 Eligibility Criteria			Criteria	Description	Required Supporting Document	Technical Criteria			B.	Bidder should have undertaken similar work for a period of minimum one year on at least one individual eligible project with minimum built up area of 20,000 sqm in last 5 years upto last day of the month preceding to the one in which applications are invited.	Attested copy of supporting work order, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.	<p>The facility owner are not expected to issue work order for comprehensive maintenance to themselves.</p> <p>Accordingly, IEML who is operating and maintaining India Expo Centre & Mart at Greater Noida and which is a bench mark exhibition and convention facility, is not having a work order per se.</p> <p>Please clarify & confirm that self-certification for the experience in respect of facility owners will suffice the tender requirements.</p>	<p>Eligibility Criteria number 'B' is required in order to enable Authority to assess the experience of Applicant in similar work, hence, Applicant shall submit Required Supporting Documents issued by clients in the name of Applicant as per clause 1.2.4 Eligibility Criteria as indicated below:</p> <p>Attested copy of supporting work order/mandate letter, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.</p> <p>The Applicant has to be a primary contractor of the Client (owner of the Property) and not a secondary contractor.</p>
1.2.4 Eligibility Criteria															
Criteria	Description	Required Supporting Document													
Technical Criteria															
B.	Bidder should have undertaken similar work for a period of minimum one year on at least one individual eligible project with minimum built up area of 20,000 sqm in last 5 years upto last day of the month preceding to the one in which applications are invited.	Attested copy of supporting work order, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.													

Sl. No	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's response to queries												
10.	<p>1.12.3 Bidder should prepare and submit the EMD as per the instructions specified in the tender document.</p> <p>Those Applicants who have already submitted EMD (Bid Security) in 1st Call of the said RFP published on 23rd February 2018 do not need to submit fresh EMD under this RFP in case such EMD is not forfeited or returned, however, such Applicants shall submit duly signed copy of submitted EMD (both online and in hard copy at address mentioned in the RFP Term Sheet) clearly indicating the reference number and bidder information as per instructions for EMD.</p>	<p>The earnest money provided along with the first call will be taken into the account or fresh EMD is to be provided along with tender in second call.</p>	<p>Please refer Amendment number 3 in this document, as reiterated below: 1.12.3 Bidders, including those who have already submitted EMD (Bid Security) in 1st Call should prepare and submit the fresh EMD as per the instructions specified in this tender document.</p>												
11.	<p>Form-T10: Work Plan</p> <p>Applicant shall submit their work plan and standard operating systems for the required services</p>	<p>SOP's / work plan is dynamic thing which changes along with improvement in best practices. Obtaining SOP/ Work plan now and making those part of the agreement will make them part of the agreement. This will make them binding for entire 5 years contract period and no change will be possible at later date.</p> <p>No need to have SOP's/ Work Plan now when the outcome is so very well defined in the form of SLR's.</p>	<p>Form-T10 stands deleted.</p>												
12.	<table><tr><td colspan="3">1.2.4 Eligibility Criteria</td></tr><tr><td>Criteria</td><td>Description</td><td>Required Supporting Document</td></tr><tr><td colspan="3">Technical Criteria</td></tr><tr><td>B.</td><td>Bidder should have undertaken similar work for a period of minimum one year on at least one individual eligible project with minimum built up area of 20,000 sqm in last 5 years upto last day of the month preceding to the one in which applications are invited.</td><td>Attested copy of supporting work order, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.</td></tr></table>	1.2.4 Eligibility Criteria			Criteria	Description	Required Supporting Document	Technical Criteria			B.	Bidder should have undertaken similar work for a period of minimum one year on at least one individual eligible project with minimum built up area of 20,000 sqm in last 5 years upto last day of the month preceding to the one in which applications are invited.	Attested copy of supporting work order, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.	<p>Point discussed during pre-bid meeting</p>	<p>For clarification, a project submitted under Eligibility Criteria 'A', shall be one individual project meeting the Eligibility Criteria 'A' and shall not comprise of multiple projects not meeting the criteria individually, even if such project is /are awarded under single mandate/work order.</p>
1.2.4 Eligibility Criteria															
Criteria	Description	Required Supporting Document													
Technical Criteria															
B.	Bidder should have undertaken similar work for a period of minimum one year on at least one individual eligible project with minimum built up area of 20,000 sqm in last 5 years upto last day of the month preceding to the one in which applications are invited.	Attested copy of supporting work order, completion certificate as applicable, duly signed by Authorized representative of Applicant, along with duly filled Data Sheet as per Form T4 of Section 5 Certified from Statutory Auditor/ Chartered Accountant.													

Sl. No	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's response to queries
13.	General	Other general points discussed during pre-bid meeting	<p>Bidders are informed of following critical instructions:</p> <ol style="list-style-type: none"> 1. Financial proposal submission comprising of Form F1 to Form F4 needs to be submitted with at-most care. Any errors may lead to bid cancellation. 2. Eligibility Documents to be properly reviewed and adequate information along with supporting documentation shall be submitted under respective formats only. 3. Scanned copy of all documents shall be legible and duly signed by the Applicant's Authorized representative. 4. Proposal shall be arranged in order with proper referencing, page numbering and table of contents indicating page numbers of all Forms and supporting documents. <p>Non adherence to above instructions, in addition to instructions in the RFP, may lead to cancellation of Applicant's bid.</p>

Amendments by Authority

in Request for Proposal (RFP) For Selection of Agency for Providing Comprehensive Facility Management Services

in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi (2nd Call published on 21.04.2018)

Sl. No	Clause as per Request for Proposal (RFP)	Amended Clause of RFP																		
1.	<p>Clause 1.3.7 Applicants submission for Financial Proposal</p> <p>i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 6) and scanned copy of the financial proposal shall be uploaded as per instructions in clause 1.4.</p> <table><tr><th>Forms no.</th><th>Enclosures to Financial Proposal</th></tr><tr><td>FORM F1:</td><td>Financial Proposal Submission Form</td></tr><tr><td>FORM F2:</td><td>Financial Bid</td></tr><tr><td>FORM F3:</td><td>Cost for Additional Manpower on Temporary basis (Rate Only Items)</td></tr></table>	Forms no.	Enclosures to Financial Proposal	FORM F1:	Financial Proposal Submission Form	FORM F2:	Financial Bid	FORM F3:	Cost for Additional Manpower on Temporary basis (Rate Only Items)	<p>Clause 1.3.7 Applicants submission for Financial Proposal</p> <p>i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 6) and scanned copy of the financial proposal shall be uploaded as per instructions in clause 1.4.</p> <table><tr><th>Forms no.</th><th>Enclosures to Financial Proposal</th></tr><tr><td>FORM F1:</td><td>Financial Proposal Submission Form</td></tr><tr><td>FORM F2:</td><td>Financial Bid</td></tr><tr><td>FORM F3:</td><td>Financial Bid Breakup</td></tr><tr><td>FORM F4:</td><td>Cost for Additional Manpower on Temporary basis (Rate Only Items)</td></tr></table>	Forms no.	Enclosures to Financial Proposal	FORM F1:	Financial Proposal Submission Form	FORM F2:	Financial Bid	FORM F3:	Financial Bid Breakup	FORM F4:	Cost for Additional Manpower on Temporary basis (Rate Only Items)
Forms no.	Enclosures to Financial Proposal																			
FORM F1:	Financial Proposal Submission Form																			
FORM F2:	Financial Bid																			
FORM F3:	Cost for Additional Manpower on Temporary basis (Rate Only Items)																			
Forms no.	Enclosures to Financial Proposal																			
FORM F1:	Financial Proposal Submission Form																			
FORM F2:	Financial Bid																			
FORM F3:	Financial Bid Breakup																			
FORM F4:	Cost for Additional Manpower on Temporary basis (Rate Only Items)																			
2.	<p>Form T8, A1.3. Licensed spaces</p> <p>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.</p> <p>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.</p>	<p>Form T8, A1.3. Licensed spaces</p> <p>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.</p> <p>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.</p> <p>Monitor any installations and operations by Licensees to take care of any issues concerning safety, security of the Project Facility and convenience to other occupants. FMC shall report to the Authority in case FMC observes any Licensees undertaking non-compliant activities in Project Facility even after request raised by FMC to Licensee.</p> <p>Licensed spaces till vacant shall be kept locked unless required by Authority and FMC shall be responsible for upkeep till it is Licensed to Licensee.</p>																		
3.	<p>1.12.3 Bidder should prepare and submit the EMD as per the instructions specified in the tender document.</p>	<p>1.12.3 Bidders, including those who have already submitted EMD (Bid Security) in 1st Call should prepare and submit the fresh EMD as per the instructions specified in this tender document.</p>																		

Sl. No	Clause as per Request for Proposal (RFP)	Amended Clause of RFP
	Those Applicants who have already submitted EMD (Bid Security) in 1st Call of the said RFP published on 23rd February 2018 do not need to submit fresh EMD under this RFP in case such EMD is not forfeited or returned, however, such Applicants shall submit duly signed copy of submitted EMD (both online and in hard copy at address mentioned in the RFP Term Sheet) clearly indicating the reference number and bidder information as per instructions for EMD.	
4.	FORM-T8: SCOPE OF WORK FOR THE FACILITY	FORM-T8: SCOPE OF WORK FOR THE FACILITY MANAGEMENT SERVICES
5.	<p>Clause 2.18 Definitions, point xiv.</p> <p>....</p> <p>xiv. "Facility Management Services" means the providing comprehensive facility management services as per scope of work defined in Form T8.</p> <p>...</p>	<p>Clause 2.18 Definitions, point xiv.</p> <p>...</p> <p>xiv. "Facility Management Services" means the providing comprehensive facility management services by Facility Management Contractor as per scope of work defined in Form T8.</p> <p>...</p>
6.	Draft Service Agreement	Draft Service Agreement is Attached as Appendix 1 to this document

Appendix 1: Draft Service Agreement

AGREEMENT FOR FACILITY MANAGEMENT CONTRANCTOR'S SERVICES

between

[name of the Client]

and

[name of the FMC]

Dated:

Table of Contents

FORM OF SERVICE AGREEMENT	4
GENERAL CONDITIONS OF CONTRACT.....	5
A. GENERAL	5
1. Definitions	5
2. Interpretation	7
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.....	9
11. Materials, Machinery & Equipment	9
12. Labour.....	9
13. Compliance with Labour Regulations.....	10
14. Personnel.....	10
15. Working Hours, Overtime, Leave, etc.	10
16. Removal and/or Replacement of Personnel	11
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	12
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.....	13
27. Miscellaneous provisions:	13
B. PAYMENTS TO THE FMC.....	14
28. Total Cost of the Services	14
29. Currency of Payment:.....	14
30. Payment Certificates	14

31. Payments	15
32. Taxes	15
33. Performance Security	15
34. Appropriation of Performance Security	16
35. Release of Performance Security	16
36. Cost of Repairs	16
C. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	17
37. Commencement of Contract:	17
38. Mobilisation Period	17
39. Commencement of Services	17
40. Contract Period:	17
41. Entire Agreement:	17
42. Force majeure	17
43. Suspension:	18
44. Termination	19
45. Payment upon Termination	20
46. Disputes Resolution Mechanism	20
SPECIAL CONDITIONS OF CONTRACT	21
47. INSURANCE	21
48. LIQUIDATED DAMAGES	22
49. MANUALS & REGISTERS	22
50. DEDUCTION FOR NON PERFORMANCE	22
51. OBLIGATIONS OF FACILITY MANAGEMENT CONTRACTOR	23
52. Obligation of The Authority	24
CONTRACT DATA	27
APPENDIX 1: Scope of Work for the Facility	30
FORM-T9: Equipment Availability/Access Commitment & Materials / Consumables to be Used	31
FORM-T10: Work Plan	32
FORM-T11: Brief on Quality Control Mechanism	33
FORM-T12: Anti Collusion Certificate	34
Annexure I: List of Key Plant & Equipment to be Deployed on Contract Work	35
Annexure II: List of Consumables to be used	36

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 Authority has selected the FMC through an open and transparent bidding process to provide comprehensive facility management services in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi as defined in this Contract (hereinafter called the “Services”);
- (b) the FMC, having represented to the Authority 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: Letter of Award (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) **“AMC”** means Annual Maintenance Contract.
- b) **“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.
- c) **“Annual Comprehensive Facility Management Cost”** shall mean all-inclusive annual cost for providing scope of services as per this RFP.
- d) **“Assignment”** means the work that the FMC shall perform pursuant to the Service Agreement.
- e) **“Asset List”** list of all equipment’s, installations, furniture, fixtures, movable and immovable property belonging to the ‘Project Facility’ jointly signed by Authority, PMSP and FMC.
- f) **“Communication”** between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.
- g) **“Contract”** or **“Service Agreement”** or **“SA”** means agreement signed between Authority and FMC in accordance with terms and conditions of this Contract.
- h) **“Contract Data”** defines the documents and other information which comprise the Contract.
- i) **“Contractor's Bid”** is the completed Bidding Documents submitted by the FMC to the Authority and includes Technical and Financial Bids.
- j) **“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.
- k) **“Contractor’s Equipment”** is the FMC’s machinery and vehicles brought temporarily to the Site to perform the Services.
- l) **“CAM”** Common Area Maintenance

- m) **“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< 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.
- n) **“Contract Period”** is the period granted for undertaking Facility Management Services in the Project Facility as per this contract, commencing from the Effective Date.
- o) **“Commencement Date”** means the date on which the Service Agreement will be signed between Authority and FMC.
- p) **“Days:** are calendar days; **months** are calendar months.
- q) **“Defect”** is any part of the Project/Works/Services not completed in accordance with the Contract.
- r) **“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.
- s) **“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.
- t) **“Facility Management Services”** means the providing comprehensive facility management services as per scope of work defined in this Contract.
- u) **“Materials”** are all supplies, including consumable, used by the Contractor for execution of all the Facility Management Services in accordance with this Contract.
- v) **“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;
- w) **“Mobilisation Period”** means period granted to the FMC to mobilize the manpower and equipment as per the requirements stated in this Contract.
- x) **“Project Facility” or “Facility” 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.
- y) **“Request for Proposal” / “RFP”** means Request for Proposal for selection of agency for providing ‘Comprehensive Facility Management Services in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi’ including all related attachment(s), amendment(s) and corrigendum(s).
- z) **“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.
- aa) **“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.

- bb) **“Variation”** is an instruction given by the Authority’s Representative, which varies the works/services from that defined in this Contract.
- cc) **“GC”** in this contract shall mean General Conditions of Contract.
- dd) **“SC”** in this contract shall mean Special Conditions of Contract.

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 acceptable to the Authority.
- 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.

- 12.3 Residential accommodation for Labour and manpower shall not be provided at the Project Facility. FMC shall be solely responsible of such requirement, if any, at it's own cost.

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 (RFP) 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. All reporting requirement and copy of the routine maintenance works to be submitted along with the Bill/Invoice. Performance of the FMC shall be monitored by the Authority appointed officials.
- e. 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.
- f. 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. Reimbursable costs, where applicable as per the terms of RFP/Service Agreement, would

be paid to FMC on production and approval of bills on actual basis.

- d. 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 expenses 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 or any procurement done by the FMC 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, or within period as amended Letter of Acceptance (LoA), of receipt of the LoA, the Selected Bidder 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 to the amount specified in Contract Data.

Performance Security shall be submitted in the form of Bank Guarantee in the format acceptable to the Authority or in the form of payment through RTGS/NEFT as per bank details provided in the term sheet.

Failure of the successful Bidder to comply with the requirements of Sub- clause 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

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.

46.1 Arbitration

- (i) In event of any dispute or difference between the parties hereto, such disputes or

differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Textiles, Government of India, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- (ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

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	0.5% of the monthly bill

		a year)	
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.

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.

51.4 FMC's actions requiring Authority's prior approval

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

- a. Any change to the minimum manpower under the Scope of Work defined in Appendix 1.
- b. Any change in equipment / material /consumable in respect of make, quality or other criteria, which the FMC furnished in Annexure I, Annexure II and Form – T9 of RFP.

51.5 Handover of Project Facility back to the Authority

- a. On completion of contract period or termination, the FMC shall peacefully handover the Project Facility to the Authority in same condition as it was handed over to FMC by the Authority
- b. FMC shall provide one time basic training to the subsequent facility management team appointed by the Authority
- c. FMC shall prepare and submit all documents required for hand-over mainly consisting of updated asset register, health check report of all equipment's, no claim certificate, warranty certificates, AMCs, DLP details among other key deliverables and reports for Authority's approval
- d. The FMC shall provide updated asset register recording the actual condition of the assets at the end of the contract period or upon termination, duly tallied with original 'Asset List' provided at the time of handover of Project Facility to the FMC.
- e. Final payment will only be released to FMC post Authority's approval on all the documents submitted for hand-over by the FMC to the Authority taking into account the above points.

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 approx. 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 within the Project Facility, 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.

52.10 Handing over to FMC and basic training

Once on-board, the Authority shall initiate the handing over process with support from existing PMSP. The Authority, PMSP and FMC shall jointly sign the final asset list for the Project Facility. The signed asset list shall be documented for all future references. Existing PMSP shall be providing one-time basic training to the Facility Management team once FMC team is on board.

52.11 Extension/Renewal of Contract

The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the Authority may be considered taking into account the performance of the FMC. However, Authority is not bound to consider any such extensions.

The extension or renewal of the contract shall be as per the terms as approved by the Authority.

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	4th 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 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;</p>	
13.	Date of Site Handing over to FMC:	Before Effective Date	GC 52
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	<p>Overall cost escalation of 5% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost.</p> <p>However, if after taking into account the changes/ increase in minimum wages/ statutory payables to workers, such increase may be considered (even if, with that increased contract value will escalate more than the overall limit of 5% per annum on the initial value of contract), at the sole discretion of the Authority.</p> <p>However, such increase will be limited to the manpower or wage component only and without such increasing on the other components of the contract, at the discretion of the Authority, with same/ existing rates/level on all items, except wages.</p>	GC 31
16.	The Currency of Contract	Indian Rupee	GC 29
17.	Retention Money	No retention money will be deducted	NA

		from each bill	
18.	The amount of advance payment are:	NA	NA
19.	Performance Security	<ul style="list-style-type: none"> ▪ 10% of the Contract Value ▪ The standard form of Performance Security acceptable to the Authority shall be an unconditional Bank Guarantee as per the approved format. ▪ 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 	GC 31
20.	Liquidated Damages	Maximum 10 % of the Contract Value	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

APPENDIX 1: Scope of Work for the Facility

(INSERT SIGNED COPY FROM FMC'S PROPOSAL - Form T8)

DRAFT

**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

(Insert Annexure I of RFP)

DRAFT

Annexure II: List of Consumables to be used

(Insert Annexure II of RFP)

DRAFT