



GANDHI INSTITUTE OF TECHNOLOGY AND MANAGEMENT (GITAM)

(Declared as Deemed to be University u/s 3 of UGC Act, 1956)

Visakhapatnam | Hyderabad | Bengaluru

Accredited by NAAC with A+ Grade

Gandhinagar Campus, Rushikonda, Visakhapatnam-530 045, A.P., India

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SO: GV/HKS/EXP/2022-23/1245

Date: 18th July 2022

SERVICE ORDER

To

Quess International Services Pvt Ltd,
(Formerly known as Goldenstar Facilities & Services Pvt Limited)
Plot No:25 & 26, No.:1-98/9/3/9&10, Meghana's, 2nd floor,
Near Image Gardens, Madhapur, Hyderabad-500081
GSTIN: 36AADCG2534K1ZM

Subject: House Keeping Services for GITAM Campus, Rushikonda, Visakhapatnam.

Reference: Your Final offer no: Nil dated 12.05.2022

Gandhi Institute of Technology and Management (hereinafter referred to as "GITAM" or "Employer") issues this Service Order to M/s Goldenstar Facilities & Services Pvt Limited for House Keeping Services at GITAM Campus, Rushikonda, Visakhapatnam – 530 045 ("Employer's Premises") at a price of INR 9,07,80,553 (Indian Rupees Nine Crores Seven Lakhs Eighty Thousand Five Hundred and Fifty Three Only) inclusive of GST ("Contract Price"). The Scope of Services under this Service Order shall be as detailed in **Annexure 2** attached to this Service Order read in conjunction with relevant clauses in Annexure 1 to this Service Order. The duration of the Scope of Services to be provided under this Service Order shall be for a duration of 12 (twelve) months from 1st April 2022. This Service Order shall be read, construed, governed and interpreted in accordance with the Terms and Conditions attached at **Annexure 1** to this Service Order.

Brief details of the Employer's premises, Contract Price etc. are as under:

Employer's premises where Housekeeping services are to be provided	GITAM Visakhapatnam Campus, Rushikonda, Visakhapatnam 530045
Contract Duration	12 Months, Commencing from 1 st April 2022
Contract Value	INR 9,07,80,553 /- (Indian Rupees Nine Crores Seven Lakhs Eighty Thousand Five Hundred and Fifty Three Only) inclusive of GST@18% (for detailed breakup please refer to Annexure 3 to this Service Order)
The terms and conditions based on which this Service Order shall be read, construed, governed and interpreted	Annexure 1 attached to this Service Order
All invoices shall be addressed to	The Registrar, Gandhi Institute of Technology and Management, Rushikonda, Visakhapatnam-530045. GSTIN: 37AAATG0813D1Z9

You are required to contact our Hospitality officials for further instructions and to proceed with providing the services.

For Gandhi Institute of Technology and Management

Encl: Annexures: 1,2 & 3

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Annexure-3 (Page-1) Monthly wages with Manpower breakup

Service Description		No of manpower	Unit Cost Per Person Per Month(INR)	TOTAL COST Per Month(INR)
Services	SENIOR TEAM	<input type="checkbox"/>		
	Site Incharge 8 Hrs	1	37,359.00	37,359
	INSTITUTION MAN POWER			
	HK Supervisor 8 hrs	40	16,521.00	6,60,840
	HK Boys/Ladies 8 Hrs	355	13,690.00	48,59,950
				55,58,149
	Add; Service Charge @5%			2,77,907
				58,36,056
	Other services As and when required			
	Cleaning Materials (Billed as per Actuals with out crossing monthly budget)			3,05,000
	Cleaning Equipment on rental(Billed as per Actuals with out crossing monthly budget)			1,60,000
	General Pest Control Services(Billed as per Actuals with out crossing monthly budget)			1,10,000
	TOTAL			64,11,056
	Add: GST @18%			11,53,990
			75,65,046	
TOTAL OPERATING COST PER MONTH				75,65,046.00
Total OPERATING COST PER YEAR				9,07,80,552.00

For Gandhi Institute of Technology and Management


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Annexure 3(Page-2) Breakup of Wages per month

PARTICULARS	SITE INCHARGE	SUPERVISOR(HK)	HK STAFF
Basic Salary	7500	4722	3700
D.A.	6713.6	6713.6	6713.6
Basic + DA	14214	11436	10414
HRA	8500	1000	0
Conveyance	6500		0
CCA	2330	0	0
Washing Allowance	350	350	0
Total Gross Salary	31894	12786	10414
Ex-Gratia (8.33%) on Basic& DA	1184	953	867
Leave Salary - 18 Days	1533	615	501
National & Festival Holidays-2.9%			
Total Salary	34611	14353	11781
PF (12%) on Gross-HRA	1800	1414	1250
ESIC (0.75%) on Total Gross		101	82
Professtional Tax			
Employees Deduction	1800	1515	1332
Net Salary	32811	12838	10449
PF (13%) on Gross-HRA	1848	1532	1354
ESIC (3.25%) on Total Gross+ Insurance	700	436	355
Uniform	200	200	200
Training & Complainece Charges			
Net Charges to Company	2748	2168	1909
Total Cost (A+C)	37359	16521	13690

Round off

37359	16521	13690
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For Gandhi Institute of Technology and Management



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Annexure 2---HOUSEKEEPING AND PEST CONTROL SCOPE OF WORK

Statement of Work Description of Services

1) DELIVERABLES AND SERVICES DETAILS

1. Standard Operating Procedures (SOP) for General Housekeeping & Facilities management

1.1. GENERAL

To achieve the objectives defined various guidelines and operational procedures are documented herein. Scope of this document covers all Facility Management activities at Gitam University, Vis

- Reception area
- Workplace area
- Institution Blocks,
- Auditoriums Areas,
- Common and Parking Areas,
- Residential Areas,
- Hospital area,
- Student Hostel areas,
- Meeting / Conference rooms
- Director Area (Cabins and Boardroom)
- Washrooms
- Utility areas Lift lobbies Lockers Common areas

1.2. OBJECTIVE

The House Keeping SOPs are intended for use by Facility Manager(s) at site to facilitate the day -to-day operations of the facilities. The missions of these SOPs is to standardize services and ensure the safe, efficient, and effective management of the facilities and to provide quality customer service by operating and maintaining a safe, reliable, healthy and aesthetically pleasing environment.

This SOP provides a ready reference and guidance for the management for the optimum utilization of Facility management services. The document is designed to provide uniform and orderly processes for meeting strategic and infrastructure needs against a background of reinvention and fundamental changes.

The SOP describes each aspect of the House Keeping and how it is to be operated in a safe & efficient manner.

1.3. PROCEDURAL INSTRUCTIONS OF CLEANING

1.3.1. Daily cleaning

All the areas shall be cleaned daily unless otherwise specified and be free of debris, dirt, stain, moisture, odor and litter. All area should be ready prior to commencement of Offices/University start.

The daily cleaning report will be maintained as per this SOW.

1.3.2. Weekly cleaning

Weekly cleaning includes the cleaning of the areas, which is being done as per the daily Schedules plus the cleaning for the areas, which are not reachable from a normal stance. This includes the cleaning of the ceilings, intensive scrubbing of the floor surfaces with Equipment's placing ladders and cleaning double height ceilings below 20 Feet, removing of light fixtures and cleaning then vacuuming where ever require. The deep cleaning schedule will be shared with the Golden star facility team on every Friday and post deep cleaning report will be shared on every Monday. The deep cleaning is to be carried out as per locations specification.

1.3.3. Deep Cleaning

- a) Thorough cleaning of the Class room floors, Tables, Chairs and other furniture's
- b) Scrubbing of elevator lobbies
- c) Removing cobwebs from all the locations,
- d) Washing of door mats at main reception door & at utility area
- e) Cleaning of all Rooms of all Floors and Buildings,
- f) Deep cleaning of all washrooms
- g) Staircase scrubbing
- h) Window cleaning
- i) High level cleaning eg AC vents, Grills, Fans etc.

1.4. CLEANING PROCEDURE

It is advisable to allocate areas for each housekeeping attendant as per the time scheduled for cleaning. Cleaning within the inside areas / building needs expertise manpower.

Job cards to be made to the site specific & below are the guidelines for the same

1.4.1. Institute area cleaning

- a) The housekeeping attendant should proceed to the office area allocated to him with the fully Equipped cleaning kit to avoid the unnecessary waste of time by going out of the Allocated area for bringing cleaning material at regular intervals.
- b) Start with, the dustbins from all the areas, garbage have to be cleared from its

designated area and the dustbins to be placed back at their places.

- c) Any loose bits of paper or other waste material found on the floors should be picked up.
- d) Take the diluted cleaning Chemicals in spray can and a checked duster, spray the cleaning chemicals on to the duster and start dusting the Tables, Chairs, in a clockwise or anti Clockwise direction.
- e) After the dusting of Tables and Chairs the duster has to be rinsed with clean Water so that the dust cleaned from the Furnitures does not spread to the yet to be cleaned Tables.
- f) Care has to be taken while dusting so that the files, papers kept on the tables are not jumbled or get out of place from its original position.
- g) Dusting of the chair legs, backrest etc should be done.
- h) The computer monitor should be gently wiped with the dampened cloth of Cleaning chemical. Gently clean the computer body with the computer cleaning cream and a white lint free duster. The keyboards and the CPU should be wiped with the duster.
- i) The storage cabinet of the workstation has to be wiped with the damp duster and dilute cleaning Chemicals.
- j) The upholstered furniture and fixtures should be brushed gently with the upholstery brush.
- k) Glass doors & window pane should be cleaned with the glass cleaning lint free duster and approved dilution of Cleaning Chemicals. The application of the chemical on the glass/mirror surface should be done through the spray can. Cleaning should start from the top moving towards the bottom and in a left to right motion. After the cleaning is over the glass/mirror should be buffed with yellow cloth to give additional gloss to the surface.
- l) Wipe the telephone with a separate cloth and a disinfectant chemical. Care has to be taken while cleaning the telephone to avoid the cleaning chemical from entering the mouth or the earpiece.
- m) The white board should be wiped with Cleaning Chemicals and duster.
- n) Wooden panels of the office/Institute area have to be wiped with the duster and Cleaning Chemical to remove dust from the panels.
- o) Any wall marks i.e. finger marks from painted surfaces should be gently wiped with a white sponge and diluted Cleaning Chemicals. A diluted solution of Cleaning Chemicals has to be taken in a small bucket. Soak the sponge in the solution and wipe on the stained surface. Wipe off the left over chemical from the wall with a clean white damp sponge/duster.
- p) All the switchboards, switch plates, door top ledges, door closures, doorplates, door footplates, door floor spring plates should be wiped with a duster and cleaning chemicals to remove dust and stains.
- q) Vertical blinds to open and window ledges to be duster using duster and cleaning chemicals.
- r) Hard floor dusting procedure will have to be carried out as the final step before exiting the office area. Dry mop the floor to collect the dry dust and dirt using an Eazee mop. Always collect the dry dust in the far end of the office area.
- s) Cleaning Chemicals has to be taken in a mop wringer trolley, with a unique or clip-n-fit mop; the floor has to be mopped with the Cleaning Chemicals solution. After mopping of every 200 to 300 sq. ft. (approx.) the mop should be rinsed in clean water and chemical application should be done again. This procedure prevents the dirt from spreading and would maintain the wet mop clean as well.
- t) Room freshener have to be sprayed for creating a pleasant and conducive environment for the occupants to work in. It has to be sprayed in the filter of the air handling units which would help in retaining the fragrance for a longer period.
- u) After cleaning all the area, all the cleaning equipment's and chemicals should be taken back, after cleaning them, to the housekeeping floor pantry/store.

Points to be taken care :-

The following aspect needs to be adhered to and entire area to be free of debris, dirt, stain, moisture, odor and litter. Consumables to be available 24/7 or all the working hours of the location.

- Clean all workstation, Class room Tables, pedestal, cupboard, chairs and any such office furniture.
 - Empty and clean all dustbins
 - Chair & Carpet shampooing to be done every quarter as per the client cost approval,.
 - Carpet vacuuming to be done on weekly basis.
 - Lights and other fixtures to be cleaned on weekly basis.
 - Windows, Doors and blinds, any other aspect not covered above but is part of workplace to be

considered for cleaning.

1.4.2. Class rooms/Faculty cabin cleaning

Follow the above procedure & additionally do the following steps.

- a) First thing in the morning or last activity by the evening
- b) All the waste bins must be emptied in to a garbage bag.
- c) Check all lights, AC vents and report defects to the Supervisor.
- d) Dusting should be started from top to bottom and a clockwise or anticlockwise direction.
- e) Clean the glasses, mirrors and other surfaces in the prescribed manner.
- f) Clean under the tables, chairs, telephones etc.

1.4.3. Cleaning of wash rooms/rest rooms

- a) The Caddy box/Wringer bucket trolley must be carried, with all the supplies, by the housekeeping attendant.
- b) Place the 'WASH ROOM CLEANING IN PROGRESS' board outside the toilets. Place the Caddy box inside the rest room.
- c) Wear on the safety gloves. Remove the urinal cubes from the urinals, wash them and place them in the mug. Take the WC brush and push the water from the bowl into the drain so that no water stands on the bowl. Spread Cleaning Chemicals evenly on to the inner side of the WCs and proceed to apply the same inside the urinal. Wait for 5 to 10 minutes for the chemical to react on the ceramic surface. Then start scrubbing till, the stains are removed. The WC seat and lid should be sponged with the dilution of Cleaning Chemicals and scrubbed with brush. Then rinse the seat and lid with clean water.
- d) Proceed towards the WC. Take the WC scrubbing brush and scrub the inner side of the WC. Flush the WC with water. If the stains persist then repeat the procedure again. If not wipe, the seat & lid clean with the duster.
- e) Clean the wall tiles take diluted Cleaning Chemicals in a spray can, spray on the walls and wipe clean. While cleaning the wall tiles it is very essential for the housekeeping attendant to wear on the safety goggles.
- f) Repeat the same procedure for the urinal partitions, urinals and WC from the outer area. This procedure will disinfect and sanitize the toilet walls as well as the WCs and the urinals.
- g) To scrub the washbasin and the washbasin counter diluted Cleaning Chemicals should be taken in the spray can. Spray the chemical in the washbasin and scrub with a nylon scrubber. The taps should also be scrubbed with the nylon scrubber, gently, to remove the hard water stains from the chrome-plated surface. Wash/rinse with clean water after scrubbing and wipe dry. Same process to be adopted to scrub the washbasin counter.
- h) Spray the diluted Cleaning Chemicals on the mirror and wipe with a lint-free glass cleaning cloth.
- i) Take the dilution of Cleaning Chemicals in a bucket. Evenly apply the chemical with a mop on the floor of the toilet and scrub with the hand scrubbing brush. After scrubbing, with the help of a water pusher, push the water out through the floor drain. Wet mop the floor with the dilution of Cleaning Chemicals. Spray the diluted Cleaning Chemicals chemical on the doors and wipe clean.
- j) Dusting of every toilet fixture has to be done.
- k) Wipe the floor drain gratings and buff to obtain shine. Urinal drain pipes, washbasin drain pipes (chrome-plated fixtures) should be wiped with a duster dampened with the diluted Cleaning Chemicals.
- l) Replace the urinal cubes and the toilet consumables after it is completely cleaned.
- m) Gather all the cleaning chemicals and equipment's clean them and leave them back in the housekeeping store.
- n) This procedure of toilet cleaning has to be followed on a daily basis.

Points to be taken care :-

Area to be free of debris, dirt, stain, moisture, odor and litter. Consumables to be available 24/7.

- Washrooms will be cleaned as per SOW.
- Exhaust fan, hand dryers and any other equipment fixed in the toilet to be maintained in the serviceable condition.
- The consumables and equipment to be used for cleaning should
- Signage's must be placed appropriately while cleaning washrooms
-

1.4.5. (a) Cleaning of other rooms

Cleaning of the floors, removal of cobwebs and dusting of panels with a dry magic duster should be the prime target in the mind of the housekeeping attendant who is allocated to clean that area. It has to be very clearly understood that no electrical gadget or switch should be touched. On/Off switches should not be tampered with. Dusting with a dry magic duster would mean that without putting pressure on the electrical equipment the dusting has to be done. Wet mopping of the floor should be done one foot away from the electrical panel. Rubber mats (safety mats) placed near the electrical panels should be taken out of the rooms, washed, dried and then placed back in its position in the electrical room. Cobwebs should be removed as per the cleaning schedule.

- Weekly deep cleaning to be carried out.
- The consumables and equipment to be used for cleaning should be as per para 1.9 & 1.10 respectively.

1.4.5. Procedures of cleaning mats

- a. Take the mats to the outer area of the building where there is no movement of traffic and where there is water point for washing.
- b. Lay the mat flat on the floor and soak it with water. Scrub it gently with a nylon bristled brush to

Remove any dust or dirt from it. Take a white sponge soaked with Cleaning Chemicals diluted solution and scrub gently with the sponge.

- c. Wash using a hose with water and hang the mat on a slant for quick dry.
- d. Place back to its place only after the mats are 100% dry.

1.4.6. Cleaning of Common areas (inside the building)

- a. Day to day sweeping, mopping, dusting, glass cleaning is the primary cleaning needs of common area inside the building.
- b. Cleaning of the finger marks, dust from the glass doors – Diluted Taski R3 and glass cleaning duster.
- c. Continuous dusting of the furniture and fixtures placed at the reception area.
- d. Proper placement and replacements of the sofa chairs, chairs etc.
- e. Cleaning of the finger marks from the painted surface – Diluted Taski and a white sponge.
- f. Dry mopping using Eazee mop.
- g. Wet mopping with unique mop or clip-n-fit mop with diluted Taski R7 in a wringer mop trolley.
- i. Check for bits of paper, disposable ea/coffee cups and if found to pick up and dispose in the dustbins.
- j. Check for the positioning of the dust trapping mats and their cleanliness.
- k. Guest stairs should be clean at all times. The handrails should be polished and buffed, walls should be free of wall marks, and none of the housekeeping material should be placed in the path.
- l. Fire exit stairs should be clear of all material.

Points to be taken care :-

Area to be free of debris, dirt, stain, moisture, odor and litter.

- o Sweeping, mopping, dusting and glass cleaning will be carried out daily. Wet mopping will be carried out before office timings only

- o In case of 24/7 operations wet mopping to be carried out in lean hours and ensure proper signage's are placed.
- o Signage's to be displayed appropriately at the time of cleaning.
- o Fire exit and stair cases to be cleaned daily.
- o weekly deep cleaning to be carried out.

1.5. Cleaning Activity

1.5.1. Cleaning of All the locations:

(I) Daily Cleaning

- a. The dusting and cleaning has to be completed, before the staff come in to occupy the office.
- b. Use a wet duster of Cleaning Chemicals diluted in water (20 ml in 1 litre of water) for Spot Cleaning of any visible stains.
- c. Damp dusting with Cleaning Chemicals diluted in water (20 ml in 1 litre of water) of the furniture frames, phones, computers, keyboards, mouse, frames, electrical switches and pedestals.
- d. Use a dry duster to wipe off any excess moisture.
- e. Brush the chair upholstery and back of the chairs with upholstery brush. Brush the pinup board.
- f. Remove the garbage from the waste bins and clean the bins.
- g. Clear the dustbin by emptying contents into larger Dustbin / Trolley / Bag. h. Arrange the chairs in the working condition.
- i. Clean the Carpet/ Granite / Marble / Tile / Glass / Wooden surfaces.
- j. Clean glass surface.

(II). Weekly Cleaning

- o Dry clean as above.
- o Use Wet Duster with Cleaning Chemicals diluted in water (20 ml in 1 litre of water) for the entire workstation.
- o Use a dry duster to wipe off any excess moisture.
- o Spray Cleaning Chemicals ready use product on to clean cloth, wipe all the wooden furniture.
- o Buff with dry yellow cloth and wipe off any excess moisture.
- o Clean the Carpet/ Granite / Marble / Tile / Glass / Wooden surfaces.
- o Thorough vacuum cleaning of carpet, sofa, chairs upholstery and venation blinds.
- o Clean the window glass/glass partitions/glass doors.

1.5.2. Cleaning of hard floors

(I). Daily Cleaning

- o Use a dry mop (dust control) to free the surface of any dirt and pick up the dust settled. Repeat the above procedure after dusting the dry mop if required.
- o Use a wet mop at the marble/granite with Cleaning Chemicals diluted in water (20 ml in 1 litre of water) Ensure the mop picks up excess water and the surface is only moist.
- o Use Cleaning Chemicals diluted in water (20 ml in 1 litre of water) to remove any stubborn stains on the floor.
Wipe dry with wet mop. Leave the surface to dry.
- o Use dry mop after the surface is completely dry to ensure that all dust settled is cleaned. During the day, keep using the dry mop/dust control to clean the surface.

(II). Weekly Cleaning :-Scrubbing with Machine

- o Wet the surface with water.
- o Fit the Cleaning Chemicals (single disc) floor-cleaning machine with the scrubber attachment.
- o Mix cleaning specific chemicals diluted in water (20 ml in 1 litre of water) as per floors.
- o Scrub the floor with scrubbing pad/brush in slow movements.
- o Then use a wet pickup / vacuum to pick up the excess water.
- o Use a wet mop the clean the surface after scrubbing and vacuum pickup is over.
- o Next attach the buffing pad onto the machine.
- o Keep moving the machine over the surface till it shines.
- o Repeat the buffing procedure if necessary and if the surface is not shining.
- o Use a dry mop to clean the surface if necessary.

1.5.3. Cleaning of glass surfaces

(I). For inside Glass Surfaces like doors

- o The glass surfaces have to be cleaned during the day as required, especially the doors.
- o Spray Cleaning Chemicals diluted in water (20-50 ml in 1 litre of water) on to clean cloth/sponge and apply to all glass surfaces and mirror.
- o Wipe off with clean lint free cloth.
- o The cleaning should be done in circular motions till the glass is free of any smudges, stains or fingerprints.
- o For heavy stains, spray a solution of Cleaning Chemicals diluted in water (20-50 ml in 1 litre of water) on the Glass and rubs the stain away.
- o Use a Dry Duster Cloth to finish off the cleaning and rub till the surface is completely dry.

1.5.4. Cleaning of carpet surface.

(I). Daily Cleaning

- o Dry Vacuuming has to be done every day after office hours in the morning/night.
- o Make sure the vacuum bag is emptied of dirt before using it each day.
- o Start with the Higher Floor and work from one side to the other to ensure no area is ignored.
- o Use the plug point on the nearest workstation to connect the machine.
- o Thoroughly vacuum the carpet ensuring the entire area is covered.
- o Care is to be taken that area under the workstation and chairs are vacuumed.
- o Care should be taken to include all cabins rooms, meeting rooms, board rooms, visitor rooms.

(II). Weekly Cleaning

- o Deep dry vacuum cleaning carpet with nozzle and carpet brush.
- o Dry vacuum cleaning upholstery with upholstery brush.
- o Use Cleaning Chemicals (Diluted in a ratio of 1:10 for heavy soils or 1:5 for light soils) by spray Injection / extraction method.
- o Use P.O.G. Spotter Gel to remove oil base spots as tar, oil, grease, shoe polish & paint.
- o Use Tannin Stain Remover to remove coffee, tea & cola stains.
- o Method for the removal of spots/stains blots with clean white cloth towel to absorb stain. Repeat if necessary.
- o Vacuum the spot with a wet suction vacuum cleaner after waiting for a minute.
- o Use Gum remover to remove gum, remove gum as much residue as possible with a scraper or dull knife.
- o Point nozzle at 45 angle, using short quick bursts, and spray until gummy substance frozen solid.
- o Chip or scrape off frozen matter using a putty knife or spacer. DO NOT rub the stain with any duster / pressure.

1.5.5. Cleaning of toilets

(I). Daily cleaning

- o The toilets are to be kept clean & dry throughout the day with cleaning at regular intervals.
Flush all WC's and Urinals in the mornings and splash water inside the washbasins.
- o Drain out the water from inside WC bowl with WC brush.
- o Cleaning Chemicals ready to use product from the specially designed squeegee bottle under the rim, around the bowl, on to water/flush paths and around water outlets.
- o Leave to activate for a few minutes (5 to 10 minutes of contact time, depending upon the bowl condition). Scrub the inside of the bowl with the brush to remove difficult stains. Flush to rinse the toilet bowl.
- o Spray Cleaning Chemicals ready to use product from the specially designed squeegee bottle inside & around the urinal pot (if urinal waste drain is not metallic).
- o Leave to activate for a few minutes (5 to 10 minutes of contact time, depending upon the urinal pot condition).
- o Spray Cleaning Chemicals diluted in water (20 ml in 1 litre of water) inside & around the urinal (if urinal waste drain is metallic).
- o Scrub the inside of the urinal pot with the brush to remove difficult stains. Flush to rinse the urinal pot.
- o Spray Cleaning Chemicals diluted in water (20 ml in 1 litre of water) inside & around Washbasin, on counter, taps & SS fixtures.
- o Scrub the Washbasin, counter and taps & toilet SS fixtures by soft nylon scrubbing brush.
- o Flush the bowls and wash the basin with water.
- o Then use a Duster Cloth to wipe and dry all the toilet bowls, taps, fixtures and basins.
- o Ensure the lids are replaced in their place after wiping them dry for the toilet bowls and the urinal

bowels.

- o Wipe dry the area around the basin and wipe any water splashed around on the wall /glass etc.
- o Ensure that the entire area is completely dry.
- o Spray Cleaning Chemicals diluted in water (20-50 ml in 1 litre of water)) on to clean cloth/sponge and apply to all glass surfaces and mirror. Wipe off with clean lint free cloth.
- o Use a Wet Mop dipped in Cleaning Chemicals diluted in water (20 ml in 1 litre of water) and cleans the hard floor.
- o Remove the garbage from the waste bins and clean the waste bins Spray Cleaning Chemicals diluted in water (20 ml in 1 litre of water) on sponge and apply to all wall tiles & clean with nylon scrubber.
- o Check the Soap Dispenser, Toilet roll holder Waste Collector (where installed).
- o Ensure that the Soap, Toilet rolls, C-folds etc. are filled and & replenish them.
- o Finish off cleaning by ensuring that all surfaces are completely dry and no water is spilled anywhere in the toilet.

(II).Weekly Cleaning

- o Follow the steps done in Daily Cleaning.
- o Use a feather duster to clean all moldings, light fittings etc. below the ceiling.
- o Spray Cleaning Chemicals diluted in water (50-100 ml in 1 litre of water) on to clean cloth/sponge.
- o Cleaning Chemicals to all surfaces to be cleaned (sink, tub, tiles and SS fixtures).
- o Mildly scrub to remove all dirt and hard water stains. Rinse with plain water.
- o Clean the ceiling mounted fittings as per SOP.
- o Scrub the hard floor/ Marble / Granite/Tiles as per the SOP.
- o All fittings to be thoroughly cleaned.

1.5.6. Cleaning of Fan / diffusers

(I).Weekly Cleaning

- o The Cleaning has to be done every weekend.
- o Use a feather duster to get rid of dust. Then use a dry duster to wipe the duct.
- o Clean the Ceiling grills with a vacuum fitted with a soft round brush.
- o Use this attachment gently over the tiles to suck any dust settled on the tiles. Ensure a very light hand and no force is to be used.
- o Use a Damp duster with Cleaning Chemicals in 1: 10 proportion to wipe the duct clean.
- o The Light fittings should be cleaned in the same manner with a feather duster.

(II).Quarterly Cleaning of Ceiling mounted fittings.

- o The Cleaning of ceiling tiles have to be done every quarter or as necessary.
- o Clean the Ceiling tiles with a vacuum fitted with a soft round brush.
- o Use this attachment gently over the tiles to suck any dust settled on the tile.
- o Ensure a very light hand and no force is to be used.

1.5.7. Cleaning of Conference rooms

(I).Daily Cleaning

- o Remove the garbage from the waste bins.
- o Damp dusting with Cleaning Chemicals diluted in water (20 ml in 1 litre of water) of the TV monitor screen, phones, computers, keyboards, mouse, frames, pedestals, tables and chairs.
- o Use a dry duster to wipe off any excess moisture.
- o Vacuum/Brush the Carpet Venation blinds and upholstery.
- o Clean the white board with damp duster.

- o Check the three markers of different colors and dusters in good working condition.
- o Dust all lights, picture frame.
- o Vacuum the carpet/ clean the hard as per SOP.
- o Clean the glass surfaces as per SOP.
- o Arrange the chairs in the rooms – these needs to be ensured always and the HK staff is expected to check the rooms frequently

(II).Weekly cleaning

- o Clean as per daily cleaning as per above.
- o Thorough and deep cleaning of office and cabins.
- o Spray Cleaning Chemicals ready use product on to clean cloth, wipe all the wooden furniture.
- o Buff with dry yellow cloth and wipe off any excess moisture.
- o Clean the marble/granite floor as per SOP.
- o Carpet/chair upholstery spotting.
- o Clean/polish the wooden floor as per sop.
- o Thorough vacuum cleaning of carpet, sofa, chairs upholstery and venation blinds.
- o Clean the window glass/glass partitions/glass doors with Cleaning Chemicals as per SOP.

1.5.8. Cleaning of curtains / upholstery

- o Curtain may be vacuumed through a screen.
- o Sofa/chair Upholstery should be vacuumed daily/weekly, using nozzle and screen.
- o Place the head of vacuum on the screened surface of upholstery in a step-by-step row-by-row manner.
- o Never drag the head of the vacuum across the surface. Upholstery is often extremely fragile due to wear and light degradation.
- o Non-washable, such as heavy drapery, often collect thick layer of dust. This is especially prevalent along window valances and bed curtains.

1.5.9. Cleaning of cafeteria

(I).Daily Cleaning

- o Use a dry mop (dust control) to free the surface of any dirt and pick up the dust settled.
- o Clean table chairs with damp duster Cleaning Chemicals diluted in water (20 ml in 1 liter of water).
- o Repeat the above procedure after dusting the dry mop if required.
- o Use a wet mop at floor with Cleaning Chemicals diluted in water (20 ml in 1 liter of water).
- o Ensure the mop picks up excess water and the surface is only moist.
- o Use Cleaning Chemicals diluted in water (20 ml in 1 liter of water) to remove any stubborn stain on the floor.
- o Use dry mop after the surface is completely dry to ensure that all dust settled is cleaned.
- o During the day, keep using the dry mop/dust control to clean the surface.
- o Ensure that the water dispensers are on and the bottles are replaced when need be.
- o Damp dusting tables & chairs with Cleaning Chemicals diluted in water (20 ml in 1 liter of water) a soon as a guest vacates it.
- o Remove the waste from the waste bins and clean the bins.
- o Clean the glass surfaces as per SOP.
- o Ensure that the table is clean before a guest occupies the same.

(II).Weekly Cleaning

- Hard floor scrubbing with Cleaning Chemicals by scrubbing
- machine as per SOP. Spray Cleaning Chemicals on the clean cloth and apply on SS fixtures.

1.5.12. Cleaning of

utility

blocks/room

(I).Daily

Cleaning

- o The cleaning has to be done under the supervision of the electrician / AC operator on duty at the time.
- o Dry dusting using a feather duster or a soft brush for dusting all the Electrical / HVAC installations.
- o Use a damp duster to wipe the installation and then follow with a dry duster.
- o Clean the water pipes and boards with a soft brush.
- o The chiller area of the utility building should be brushed with a soft dry brush.
- o Any Electrical / HVAC installation to be cleaned on instructions by the Technician.
- o Wet mopping only if desired and authorized by the supervisor.
- o All cleaning to be done under instructions from the Electrician / AC operator.
- o The floor must be brushed with a road brush.
- o The water tanks of the cooling towers must be cleaned on instructions of the technician.

(II).Weekly Cleaning

- o Use of dry Feather Duster / Soft Brush to dust all Electrical installations as per instructions from the Technician.
- o The floor must be brushed with a road brush / flipper.
- o The utility building floor around the chillers must be washed with water.
- o The transformers and all other utilities must only be dusted with a feather duster / soft brush in the presence of the electrician.
- o The area around must be cleaned only if the technician is present with the Janitor at all times.
- o All cleaning of the installations will be done by the Electrician.
- o The Janitors will be limited to cleaning the area around the installations.

Points to be taken care:-

Area to be free of debris, dirt, stain, moisture, odor and litter.

- o Cleaning of utility room to be carried out every day.
- o Rubber mats to be scrubbed and washed once a week.
- o Bird and Rodent entry points to be identified and closed.

Golden Star Facility management services for GITAM University Vizag:-

1. The Manpower deployment is done as per the scope of services discussed at the site assignment done the team and also all the staff will be having good experience in this requirement
2. Cleaning materials and Consumables will be provided by Goldenstar for which price is included in the proposal for all blocks, Hospital, and Residential blocks as per the scope of work, Chemical will be all ISI certified like Schevaran/Taski and we will not use any Local soap oils, Phenyls, and acids which will spoil the flooring. Lum sum cost is taken and billing will be done on actual consumption,
3. Goldenstar will provide all the cleaning equipment like Single disk scrubbers, Scrubber Driers, Ride-on Sweepers for roads, High-Pressure Jet, Vacuum Cleaners, and Steam cleaner for Hospitals which are reputed brand(IPC/Alano),

4. Pest control services will be provided by doing general disinfectant and fogging will be done monthly once when required, all the canteens and food places spraying will be done on a daily basis to eradicate flies and Rodents,

5. All staff will be paid minimum wages as per the state government minimum wages Gazette only,

6. All the staff will be provided with ESI and PF as per the compliance, and ensured that no compliance issue with the government arises.









7.52 weeks of training calendar will be shared at the start-up of the services,

8. Goldenstar will handle all the local grievances coming up at the time of Operations,

9. All the manpower and other support functions will be managed more professionally and the monthly MIS report will be submitted.













SERVICE LEVEL COMMITMENT			
S.NO	LOCATION OR AREA	CLEANING SCHEDULE	CHECK LIST/ DETAILS
I	CLEANING OF CLASS ROOMS		
	Dusting Tables	Daily	Check List
	Cleaning of Monitors	Daily	Check List
	Cleaning of Dustbins	Daily	Check List
	Cleaning of Carpets/Floor	Daily	Check List
	Cleaning of Chairs	Daily	Check List
	Cleaning of Upholster	Weekly	Monthly Report
	Carpet Spotting	Weekly	Monthly Report
	Carpet Vacuuming(If any)	Weekly	Monthly Report
	Carpet Shampooing	Quarterly	Report
II	CLEANING OF WASH ROOMS		
1	Cleaning of Urinals	Daily/Hourly	Check List
2	Cleaning of W/C	Daily/Hourly	Check List
3	Cleaning of Dust Bins	Daily/Hourly	Check List
4	Cleaning Of Floor	Daily/Hourly	Check List
5	Cleaning Of Mirror	Daily/Hourly	Check List
6	Cleaning of Taps and other Items	Daily/Hourly	Check List
7	Refreshing of toiletries	Daily/Hourly	Check List

III	FACULTY CABINS & MEETING ROOM		
1	Cleaning of Tables	Daily	Check List
2	Cleaning of Chairs	Daily	Check List
3	Cleaning of Printers	Daily	Check List
4	Cleaning of Soft Boards	Weekly	Check List
5	Cleaning of White Marker boards	Weekly	Check List
6	Cleaning of Carpet	Daily	Check List
7	Cleaning of Shampooing(Separate cost)	Quarterly	Check List
8	Carpet Spotting	Weekly	Check List
IV	OTHER LOCATIONS		
1	Cleaning of Glasses	Daily	Check List
2	Cleaning of Railings	Daily	Check List
3	Cleaning of Cobwebs	Weekly	Check List
4	Floor wet Mopping	Daily	Check List
5	Floor Dry Mopping	Daily	Check List
6	Cleaning of Reception	Daily	Check List
7	Cleaning of Canopy	15 days once	Spl Report
8	Cleaning of Water Bottles	Daily	Check List
9	Cleaning of Security cabins	Daily	Check List
10	Clearance of Garbage from Campus	Daily	Check List
11	Floor Scrubbing	Weekly	Report
V	COMPLAINCE RECORDS		
1	Muster Roll	Monthly	
2	In & Out Register	Monthly	
3	Wages Register	Monthly	
4	Work Man Register	Monthly	
5	ESI & PF Remittance Documents	Monthly	
VI	REPORTS		
1	Daily reports	Daily	
2	Stock Reports	Weekly/ Monthly	
3	Training Reports	Monthly	
4	Monthly Report(MIS)	Monthly	

CHEMICAL BRAND :- SCHEVARAN & DIVERSY			
S No	Product Picture	Product Details	USAGE DETAIL
1		ALL CLEAN	All Clean is a multipurpose clear which is used for all types of floors.
2		GERM FREE	Germ free is used for used for disinfecting wash rooms and other public areas,
3		WINDOW SHINE	Window shine is used for cleaning of glasses and Mirrors.
4		TASKI R6	R6 is used for toilet bowls and acid bases.
5		TASKI R5	R5 Room freshner and it is not diluted chemicals
6		SCHEVARAN NEUTRAL HAND WASH	It is a handwash used for public areas only and it is not diluted handwash
7		TASKI H 100	It is a hand wash used for all directors cabin and VIP rooms
8		SAC GEL	It is a chemical which can be used for freshener and it act as a disinfectant, dilution ration is 10ml:1 liter

Note:- Chemicals and Equipment's will be added as per the requirement of work within the same budget.

**EQUIPMENT
BRAND :- IPC &
AIANO**

S No	Product Picture	Product Details	USAGE DETAIL
1		Alano Ride On Sweepers with petrol model	Alano is used for sweeping of all the roads, parking's and Public places of the university, it is a petrol driven equipment
2		CT40 C 45-Walk behind wired scrubber drier machine	It is a walk behind scrubber driers used for scrubbing of all the corridors, food courts and Auditors
3		Wet & Dry Vacuum Cleaner ASPIRO 730 STEEL with twin motor and Dust filter	It is used to Vacuum all the carpets floors, upholstery, Vacuuming of all the floors and also easy to remove any water spilled on the floor.
4		Cold Water High Pressure Jet Cleaner with PWC 23 1508	It is used for cleaning of floors, parking areas, roads, pathways with less water more pressure
5		Small Hand Held Scrubber	Hand scrubber is used for scrubbing of Wall tiles & Stair cases wher single disc scrubber cant be used.
6		Steam Cleaner-IPC STEAMY	Steam Machine is used mostly for all the Hospital wash rooms for disinfecting from germs which can spread disease
7		Single Disc Scrubber-IPC SD 17/165	It is used for scrubbing of all the floors where ever scrubber drier doesn't reach, easy to clean all corners and also cleans more dust/Mud.
8		Manual Sweeper-IPC 510 M	These are manual sweepers which can be used where ever Ride on can't be reached
9		Mop Trolleys	These are double bucket mop trolleys used for mopping with fresh and waste water, easy to maintain the water spillage
10		Room Attender Trolleys	This trolley is used for VIP guest house for carrying the linen, toiletries and other consumables related to guest rooms for service
11		Telescopic Rod	Telescopic rod is used for cleaning of High level cleaning like removing of cob weds where physical man power can't reach above his hand level, this will be extendable form 9 feet
12		Signages	Signages will be used to caution the people who ever passing through wet floor or any slipper floor

Note:- Chemicals and Equipment's will be added as per the requirement of work within the same budget.

PEST CONTROL SERVICES SCOPE :-

SCOPE AND CHEMICALS PEST CONTROL MOSQUITO

CONTROL PROGRAM

Our highly acclaimed Mosquito Control Program delivers a fatal blow to the Mosquito infestation and releases activity-inhibitors that effectively prevents re-infestation. We have two configurations. The first releases a pleasant fragrance and the other, totally odorless. The National Institute of Communicable diseases have tried the constituent chemicals with convincing results. This treatment is effective for 20 days once treated. **This treatment is administered twice a month.**

Larva Control: All the breeding spots like stagnant water, open drains, cess pools, Dark and damp places etc., will be treated thoroughly to control Birth of new Mosquitoes fortnightly.

Adult Mosquitoes Indoor Spraying: These spraying operations will be carried out inside area's to control the existing adult Mosquitoes for every 10 days.

Fogging Operations: High performance fog generators for the efficient, combating of flying insects, pests, will be used in the lawns and surroundings to stop further migrations of Mosquitoes and which will have a knock down effect on the existing Flying insects.

Its Eco-friendliness and long-enduring action makes this a huge success in the industry.

ANTI-COCKROACH TREATMENT

Cockroaches are, understandably, the most obnoxious pests you could run into. Found to harbor staphylococcus, streptococcus coliform and other bacterial pathogens, it has also been implicated in cases of salmonella food poisoning. In fact, it has been shown that salmonella bacteria survive in cockroach feces for several years.

Our Anti-cockroach treatment, the result of intensive research and exhaustive testing, tackles the cockroach menace in its entirety.

The treatment has the below listed distinctive attributes.

- It's unmitigated non-poisonous nature renders it completely harmless to humans and pets
- A bait and not a repellent
- No Need to leave the premises during or after the treatment
- Does not in any manner, hamper the operational activity at the premises
- Does away with all the concomitant hassles of conventional pest control like having to clean up after the pesticide application
- Completely odorless: - no more apologetic explanations
- No need to leave the premises during or after the treatment

- Indisputably Eco-friendly, with not a single noxious ingredient in its composition, it stands out, in the multitude of pesticides causing irrevocable damage to nature.
- Can be applied in sensitive area's such as Deep fridges, electrical control boxes, etc.,

RODENT CONTROL MEASURES:

An incessant and an infuriating menace, these Old World rodents have adapted to live with man. They sneak in seeking food and shelter. They damage structures, clothing, and documents, and contaminate enormous amounts of foodstuffs. They also act as vectors of numerous deadly diseases such as rat-bite fever, Leptospirosis, Murine Typhus, Rickettsial pox, plague, Trichinosis, Typhoid, Dysentery, Salmonellosis, Lymphocytic Choriomeningitis and Rabies.

Both low-toxic and non-toxic methods exist to control this problem. The low-toxic methodology makes use of the latest second-generation anti-coagulants, which are effective after the very first dose. The non-toxic methodology uses glue boards, Mechanical traps, wooden traps, Herbal repellents that pose absolutely no hazard to humans and pets.

Trap location Analysis.

They damage both the stored material and the storage structure. In addition to the direct damage that they inflict, they also contaminate material with droppings, urine, and hair. Signs of rodent infestations include droppings and urine (rodent urine may fluoresce under ultraviolet light), gnawing marks, and black, greasy rub marks where rats frequently travel.

In storerooms and warehouses, storage practices also influence rodent management. Stacking all bagged or boxed material on pallets, and not directly on the ground or floor, allows easier detection of rodent damage. Keeping all pallets at least one foot away from walls also encourages easier inspection and provides access to locations where traps or baits should be placed. Painting a one-foot-wide white border on the floor adjacent to all walls helps remind workers not to stack commodities against the wall; the white border also makes it easier to notice signs of rodent activity.

Type of Bait: The various baits which can be used to trap the rats are as follows:-Fresh Vegetables, Fruits, Dry Fish, Prawns, Cereals, Coconut, Gaggery, Boiled egg, Chicken, Mutton, Cheese, Butter, Rice, Jawar, Groundnut oil and essence of different flavors.

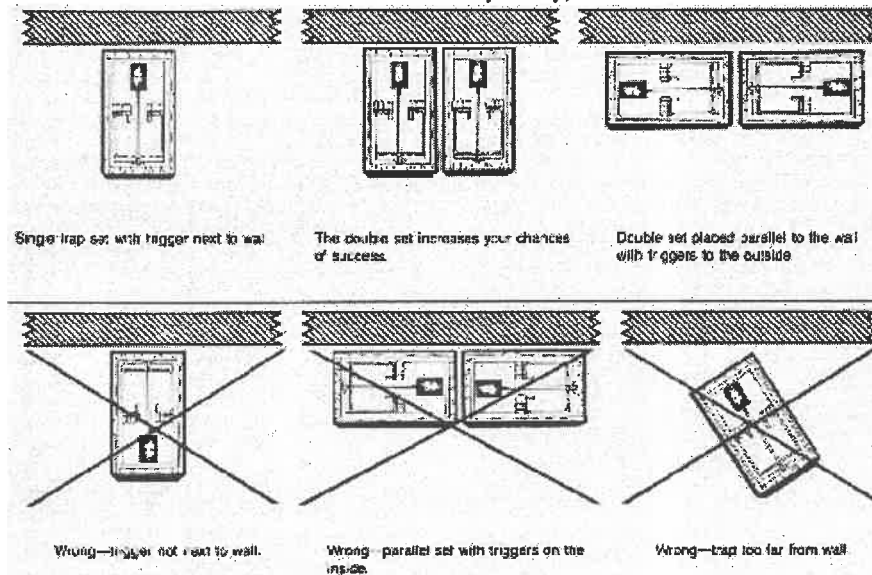
Type of Trap: The various traps that can be used in trapping the rats are as follows: Mechanical traps, wooden traps, and Glue traps and Iron mesh traps.

TRAPPING FOR RODENT CONTROL:

Trapping often is an effective method of rodent control where infestations are not too severe. Traps are easy to handle and pose little threat of serious injury. Contrary to popular rumor, traps need not be handled in ways to remove human odors, as rats and mice commonly encounter and feed on many materials that humans have touched. Simple snap traps baited with peanut butter often are effective, but other foods or even nesting materials can also be offered on these traps.

Traps should always be placed adjacent to walls, against objects, or on rodent runways (evidenced by rub marks, etc.). Positioning snap traps across runways so that the trigger is adjacent to the wall (Figure 1) is most effective. Because mice only range over small areas, traps should be placed no more than 10 feet apart in locations where mice are active.

Glue boards are alternatives to conventional traps. In most situations they should be placed along walls where rodents travel. Glue boards are extremely sticky; do not use them where children or pets might



encounter them. Placing glue boards inside cardboard boxes with appropriate access openings is sometimes necessary. Heavy coatings of dust can diminish the effectiveness of glue boards.

Change Schedule for bait and trap: Baits can be changed according to their shelf life. New bait can be replaced after carefully removing the old bait and disposed in the right manner.

GENERAL DISINFESTATION

Our unique treatment configuration initially annihilates the common pests, like **lizards, silverfish, spiders, Flies, Ants, cockroaches, moths and rats**, and restrains subsequent infestation, with its residual influence.

FUMIGATION

Fumigation is the introduction of a toxic gas into a space in a high enough concentration, by a specified mechanism. The gas fills all areas to kill target insects. Being toxic to all forms of life, it controls all stages of the pest. It is highly penetrating, reaching where sprays, dusts and aerosols cannot reach. The quickest way of controlling an infestation, it alone can deliver a **zero – insect ambience with in 12 hours**.

ANTI-CARPET BEETLE TREATMENT

Carpet Beetles make an entry using rodents, insects, spiders and birds. They can be even carried into the house on Cut flowers. They feed on fabrics, furnishings and clothing, inflicting in the process, heavy damage to carpets, rugs and clothing, in its life span of three years.

Our unique technique, while killing the adult beetles and the larvae, affect the eggs, effectively rendering them useless.

For the purpose of demonstrating the efficacy of our formulation and the treatment protocol, I request you to allot an area with proven infestation of substantial degree that would be subjected to the remedial action.

STANDARD OPERATING PROCEDURES

LIST OF CHEMICALS USED FOR PEST CONTROL SERVICES

Insects	Name of the Pesticides	Application Techniques	Dilution Rate	Equipments	Area of use
All Flying Insects Mosquitoes, Flies, etc	King fog	ULV Treatment Thermal fogging	1:199 King fog: Diesel/kerosene	Pulse fog, swing fog & Dyna fog	Out door
Adult Mosquitoes (Under Public Health Programme)	Solfac wp10	Spray	40gm of Solfac to 10lt of water	Hand operated Compression sprayer	In/Out door
Mosquitoes, Flies, wasps, Cockroaches, Ants, Bedbugs, Spiders, mites and other flying Insects	K-Othrine Flow	Spray	20ml in 1 ltr water 40ml of K-Othrine flow In 1ltr water For Severe Infestation	Hand operated Compression sprayer	Spray Uniformly indoors surface floor & Also cracks crevices.
Termites (White ants)	Chlorpyriphos20%EC	Injection/spray	1: 20 Cp/water	Hand operated Compression sprayer	Pre and post constructions
Snakes	Phenol Carbolic Acid 30% EC	Spray	100ml/1litre water	Hand operated Compression sprayer	Out door Bushes& required places
All Crawling Insects	Folidol Dust 2% or Fenval 0.4%	Dusting	Sprinkle uniformly	Dusters	External
General Disinfestations Lizards, spiders Red ants etc	Malathion50% Cypermethrin10% Chlorpyriphos20% Dichlorvos	Spray	100ml in 9ltr of Water	Hand operated Compression sprayer	Man holes Open drains and external areas.
Rodents	Bromodelin	Bait	5gms to 300gms Food material	Packets	External

SCHEDULE OF PEST CONTROL

<u>PEST NAME</u>	<u>FREQUENCY</u>	<u>NATURE OF TREATMENT</u>	<u>EQUIPMENT USED</u>	<u>CHEMICAL USED</u>
Cockroach	Fortnightly	Herbal based anti-cockroach paste pasted underneath the sinks, bathrooms and Infested areas.	Nil	Herbal base
Rodents	Daily	Mechanical traps, glue traps, electronic repellents, herbal repellents and poisons baits placed at strategic points	Electronic gadgets, glue pad, mechanical traps, compressed sprayer fumigants	Bromodilin and Cellphos tablets
Lizards	Daily	Using net or by hand caught and disposed off	Repellents, Pads, net	Herbal base
Fly control	Weekly	Electronic gadgets, bagon granules will be placed at strategic points	Electronic gadgets	Bagon baits and cypermethrin
Mosquito control	Fortnightly	Spray	Sprayer	K-othrine flow and solfac
Larva control	Monthly once	Spray	Sprayer	Chloropyriphos
Flying insects and mosquitoes	Daily/when it requires.	Fogging	Fogging machine	King –fog
Snakes	Monthly once	Spray	Sprayer	Phenol carbolic acid
Crawling creatures , spiders, ants etc	Daily	Spray	Sprayer/dusters	Herbal base

Note: -

There is no limit for any service it is facility management companies duty to provide a pest free ambiance and additional service is provided as and when required to control the situation. With prior request from the concerned departments.

1. Use only government permitted chemicals for pest control
2. Minimize the use of chemicals with latest technology

3. Eco-friendly Chemicals
4. Preventive treatment for termites taken care every week
5. Training to persons is regularly given by experts to use the latest technology
6. Weekly Reports given after the heavy pest control activity.
7. Man holes are taken care every week
8. Additional 3 operators and sprayers to be brought for the heavy pest control activity.

Equipment used for pest control activity

1. Compressed sprayer
2. Fogging machine(If require)
3. Dusters
4. Electronic gadgets for rodents
5. Mechanical traps
6. Local Glue pads
7. Magnifying glass
8. Fly bat
9. Lizard net
10. Torch light etc

Annexure 1 to Service Order No: GV/HKS/EXP/2022-23/1245, Dated: 08.07.2022

TERMS AND CONDITIONS

1. **Definitions:** The following terms shall have the meanings defined below when used in capital letters herein:

- 1.1 **"Employer"** shall mean Gandhi Institute of Technology and Management, their successors and assigns, from time to time
- 1.2 **"Service Provider"** shall mean "M/s Goldenstar Facilities & Services Pvt Limited"
- 1.3 **"Scope of Services"** shall mean the services to be provided by the Service Provider as detailed in **Annexure 2** to the Service Order read in conjunction with Clause 3 below.
- 1.4 **"Service Order"** shall mean this Service Order and amendments thereof and the annexures, documents, drawings, specifications and other documents referred to therein.

2. **Communication:** All communications, correspondence and documentation relating to this Service Order shall be addressed to :
Office of Chief Finance Officer
Gandhi Institute of Technology and Management
Gitam Bhavan, Rushikonda, Visakhapatnam – 530 045

3. **Scope of Services**

The Scope of Services ("**Services**") under this Service Order shall be as detailed in **Annexure 2&3** to the Service Order No. GV/HKS/EXP/2022-23/1245, dated :18.07.2022, including but not limited to

- 3.1 The Service Provider shall be responsible for proper house keeping of GITAM's property, inclusive of fixed and movable assets and those of its personnel, students and visitors at the premises specified in the Order, at all times during day and night, on a round-the-clock basis.
- 3.2 The Service Provider shall provide Services strictly in accordance with all the relevant Laws pertaining to his Scope of Services and as per the terms and conditions of this Service Order. Employer shall be entitled, at its sole discretion, to extend or reduce the scope of Services indicated in the Service Order.
- 3.3 The appointment of the Service Provider by the Employer is on non-exclusive basis and the Employer reserves the right to appoint other agencies to seek similar services, at its sole discretion. The Service Fees shall be as per details mentioned in **Annexure 3** to the Service Order.
- 3.4 The Service Fees provided in **Annexure 3** are inclusive of all costs and expenses to be incurred by the Service Provider for the Services including accommodation and local transportation, except for any specific exclusions mentioned in **Annexure 3**.
- 3.5 Any change in the Services shall be communicated to the Service Provider by giving a prior notice of one week and the Service Provider shall provide the Services as per the new requirement by such date as specified in the notice at no extra cost to the Employer, except for the pro-rata wages to be deducted/paid for the reduced/additional services respectively.
- 3.6 The Service Provider shall not do or cause to be done any act whereby or by reason whereof the reputation of the Employer is adversely affected in any manner whatsoever.
- 3.7 The Service Provider's Personnel shall sufficiently trained and have adequate knowledge of the Services to be provided.
- 3.8 In order to provide the Services, the Service Provider shall exercise a degree of skill, diligence and prudence, which is expected from a highly skilled, experienced and reputed Service provider engaged in house keeping / facility management.
- 3.9 The Service Provider shall at all times, employ adequate number of competent, qualified disciplined, well-mannered and experienced individuals to carry out the Services.

- 3.10 The Service Provider shall ensure the Service Provider's Personnel carry out work in accordance with this Service Order. The Employer shall be entitled to instruct the Service Provider to remove any of its Personnel, if in the reasonable opinion of the Employer such Service Provider's Personnel is unsuitable, incompetent, dishonest or uncooperative.
- 3.11 The Service Provider shall be solely liable and responsible for timely payments of all dues to its Personnel including but not limited to salaries, wages, overtime and other dues under applicable laws. The Employer requires the Service Provider to submit satisfactory evidence of such payments and the Service Provider shall provide such evidence together with each and every monthly invoice. Failure to provide such evidence shall disqualify the Service Provider from raising any invoices and claims on the Employer after 30 days from the date the invoice is due.
- 3.12 All Service Provider's Personnel shall remain employees of the Service Provider and there shall be no privity between the Service Provider's Personnel and the Employer.
- 3.13 The Service Provider shall ensure that all statutory compliances are adhered to in timely manner.
- 3.14 The Service Provider shall ensure the Service Provider's Personnel follow all the instructions and the safety procedures as per the Employer's Environment, Health and Safety procedures put in place from time to time.
- 3.15 The Service Provider shall absolve and indemnify the Employer from any liability arising out of the Service Provider's negligence and/or failure in complying with statutory provisions/safety instructions or otherwise.
- 3.16 The Service Provider shall solely be liable for payment of EPF, ESI and any other Statutory payments pertaining to the manpower assigned to the Employer. The Service Provider shall provide evidence to the Employer regarding the compliance of all statutory payments and the wages paid on monthly basis.
- 3.17 The Service Provider shall procure and maintain throughout the duration of the Service Order, workmen compensation insurance for all its personnel deployed at the Employer's premises, and provide proof of the same to the Employer or its representatives on regular basis.
- 3.18 The Service Provider shall ensure that its Personnel shall enter the Employer's premises in proper uniform and identity cards as detailed in clause 6.6 below. Service Provider's Personnel shall not cause any nuisance at the Employer's premises nor cause any inconvenience.
- 3.19 The Service Provider shall not violate any applicable law which, may individually or in the aggregate, affect its obligations arising out of, under or in connection with this Service Order or the subject matter of this Service Order.
- 3.20 The Service Provider's Personnel deputed must not be suffering from any chronic or contagious disease. The Employer shall be free to get any of the Service Provider's Personnel medically examined by a Medical Officer of its choice from time to time and the Service Provider shall be bound to remove and replace such Service Provider's Personnel, who is/are declared unfit medically.
- 3.21 In the performance of its obligations hereunder, the Service Provider shall fully comply with all applicable laws including but not limited to the following:
- Contract Labour (Regulation & Abolition) Act, 1970
 - Employees State Insurance Act 1948
 - Employees Provident Funds and Miscellaneous Provisions Act 1952
 - Payment of Bonus Act, 1965
 - Payment of Wages Act, 1936
 - Minimum Wages Act, 1948
 - Payment of Gratuity Act, 1972
 - Factories Act, 1948
 - BOCW Act
 - Inter State Migrant Workmen(RECS) Act, 1979
 - Shops and Commercial Establishment Act / State Act,

- Employers' Liability Act 1938
 - Equal Remuneration Act 1976
 - Industrial Disputes Act, 1947 / State Act, wherever applicable
 - Industrial Establishment (National Holidays) Act / State Act wherever applicable
 - Public Liability Insurance Act 1991
 - Employee's Compensation Act 1923 (where ESI Act is not applicable as also where any employee is not covered under the ESI Act)
 - Environment Laws
 - all other act/regulation/s apply on him or any other Act as notified from time to time.
- 3.22 The Service Provider shall submit the records and returns as required by the Employer and/or Government agencies. The Service Provider shall hold harmless and indemnify the Employer of any liabilities arising out of its failure to comply with statutory requirements.
- 3.23 The Service Provider shall maintain the registers as prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and also maintain the Labour License, if applicable under law.
- 3.24 The Service Provider shall maintain records for all the Service Provider's Personnel deployed at the Employer's premises. Based on their records, the invoice for salaries indicating separately statutory payments shall be prepared and submitted promptly to the Employer along with sufficient documentary proofs, to the satisfaction of the Employer.
- 3.25 The Service Provider shall disburse salaries to its employees in a timely manner every month.
- 3.26 The Service Provider agrees to accept and assume exclusive liability for the payment of any and all wages/salaries, ESI, PF and any other remuneration payable to its employees/personnel deployed by it under this Service Order. The Service Provider shall fully comply with Contract Labour (Regulation and Abolition) Act, 1970, Employee's State Insurance Act, 1948, Minimum Wages Act, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Income Tax Act, Workmen's Compensation Act, Child Labour (Prohibition And Regulation) Act 1986, or any other statutes or legislations as may be applicable from time to time on salaries and wages payable to its personnel. The Service Provider shall also maintain necessary registers/records as required under the aforesaid statutes and shall upon request provide the same upon prior written notice from the Employer. The Service Provider shall provide proof of compliance, including but not limited to registering the manpower with required authorities, filling in the requisite formats etc., including any amendments to such formats from time to time, to the Employer immediately upon such compliance. Such compliance shall be done within the dates prescribed by law.
- 3.28 On a monthly basis irrespective of any request by the Employer, the Service Provider shall provide, including but not limited to, the following documents for verification by the personnel of the Employer or by any agency appointed by the Employer to ensure that the wages and Over Time are paid to the Service Provider's personnel and are up to date, however such verification shall not absolve the responsibility and/or liability of the Service Provider's obligation of fulfilling the statutory requirements under the law. By way of signing this Service Order, the Service Provider shall hold harmless and indemnify the Employer from and against breach of any and all statutory compliances, and any claims arising out of, under or in connection with this Service Order or the subject matter of this Service Order.
- i) Certified copy of statutory registration certificates;
 - ii) EPFO and ESI Code Numbers of every personnel/employee working at Employer's premises;
 - iii) EPFO and ESI Code Numbers of the establishment;
 - iv) All registers and records to be maintained statutorily and / or required to be maintained by instructions from the Employer or its representatives;
 - v) Wage Registers and Muster Roll;
 - vi) Photocopies of challans and bank receipts evidencing monthly contributions to EPFO and ESI;
 - vii) Certified copies of periodic returns under all applicable laws;
 - ix) Any other documents required under law and/or as required by the Employer
- 3.29 The Minimum wages as applicable, in different states payable to manpower under the Minimum Wages Act whenever revised by the concerned government authority shall be notified by the Service Provider to the Employer, accordingly in case of any upward/downward revision is made by the concerned government authority, accordingly the difference arising out of such revision will be payable to the Staff for which the Service Provider will make necessary changes in its running bill amount, with due notice and supporting documentation.

- 3.30 The Employer shall deduct all the applicable taxes/Government levies from the total bill of the Service Provider as per the taxes/laws in force including but not limited to TDS.
- 3.31 It is agreed that after termination of this Service Order, the Service Provider shall be liable and responsible to remove the Service Provider Personnel and material, if any, brought by the Service Provider for its performance under this Service Order, immediately from the Employer's premises.
- 3.32 The Service Provider shall be responsible for all acts and/or omission on the part of its employees. Any compensation to be paid to any person for any damage caused by such acts and/or omission on the part of its employees shall be borne by the Service Provider.
- 3.33 If any of the Service Provider's personnel suffers any injury or accident while on the Employer's premises the Service Provider will solely be responsible for providing immediate medical attention, medical treatment, hospitalization if required at his expense and the Service Provider shall be responsible and liable for payment of any and all compensation payable to such person, along with the compensation under the ESI/Workers Compensation Insurance (Workmen Compensation Insurance to be procured and maintained by the Service Provider) . The Service Provider hereby indemnifies and undertakes to keep the Employer indemnified and against all disputes, claims or actions raised by its personnel or by any third party in connection with its obligations under this Service Order. The Service Provider further undertakes to keep the Employer indemnified and held harmless from and against any claims, demands, actions, proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the Service Provider of any applicable law, rule or regulations with respect to its personnel or otherwise.

4. Nature of Contract

- 4.1. The contract arising out of this Order shall be construed as a non-exclusive Service Order. GITAM shall be free to enter into such contract Service Order with any other service provider, as GITAM may consider necessary from time to time.
- 4.2 The Service Provider shall not sub-contract or assign any of its duties, or responsibilities, or entitlements, to any others.

5. Relationship

- 5.1 .In performing the services against this Order, the Service Provider shall at all times act as an Independent Service Provider. The Order does not in any way create a relationship of an agent and principal between Service Provider and GITAM. Service Provider shall not act or attempt or represent itself as an agent of GITAM.
- 5.2. Nothing in this Order shall be construed as creating a partnership or agency between GITAM and Service Provider. Subject to the provisions hereof, neither of GITAM or the Service Provider will be deemed to be an agent of the other as a result of any transaction under or related to this Order and will not in any way pledge the other's credit or incur any obligation on behalf of the other.
- 5.3 This Order does not in any way create a master and servant relationship between the employees or other personnel of the Service Provider and GITAM. Under no circumstances the employees of Service Provider shall be considered as employees of GITAM nor shall such relationship be considered to exist.

6. Manpower

- 6.1. The Service Provider shall employ its own personnel, either gender as required, for all the services assigned to the Service Provider as per this Order.
- 6.2. The Service Provider shall be solely responsible for supervision and reporting thereof to GITAM on all the activities. Sub-contracting is strictly prohibited.
- 6.3. The Service Provider shall be deemed to be the principal employer of the Individuals deployed for the purpose of determining the responsibility under the statute and the Service Provider shall get registered with the concerned statutory authority and shall be directly responsible to the authorities there under for compliance with the provisions thereof.
- 6.4. Qualifications of personnel :
- Literate, with atleast rudimentary proficiency in the vernacular language.
 - Medically and psychologically fit.
 - Screened for family background, antecedents, integrity, character, conduct and decent behavior.
 - Trained and competent to discharge house keeping / facility management duties.

6.5 .Unacceptable individuals:

- a) GITAM has the liberty to order the Service Provider to disengage any individual deployed by the Service Provider.
- b) Such order can arise In cases where GITAM believes that an individual's actions and / or behavior have compromised or can potentially affect its security or become a liability in respect of its own activities.
- c) Periodical reviews shall be conducted by the Service Provider to identify and disengage individuals with medical, psychiatric or behavioral problems.
- d) Individuals disengaged consequent to GITAM's orders or own reviews by the Service Provider shall not access GITAM's premises or the surroundings or have any role or interference in the providing its services to GITAM.
- e) Individuals deployed by the Service Provider shall not develop or initiate friendship with GITAM's employees, or students, or service providers, or suppliers or the local population.

6.6. Personnel deployed shall be adequately equipped, as below, at the cost of the Service Provider, to discharge their duties

- a) Photo Identity Cards
- b) Uniforms, shoes, caps and ceremonial dress, personal protective gear such as face masks, gloves, etc. as required
- c) Any other material required for proper performance of their duties.

6.7 .Emoluments and benefits:

- a) The wages / emoluments and perquisites for the personnel deployed by the Service Provider shall be consistent with the laws, regulations and rules applicable at the place of service.
- b) Service Provider shall provide such benefits as are called for by statute, including but not limited to ESI, PF, leaves, insurance coverage for life, accident, health and third party claims and reimbursement of Professional Tax where imposed.
- c) Welfare of the personnel deployed by Service Provider shall be the responsibility of the Service Provider at its own cost.
- d) All payments to the personnel of the Service Provider shall be only through banks.

6.8. Facilities:

- a) Lodging, boarding, commuting and local conveyance for the personnel of the Service Provider shall be arranged by Service Provider at its cost.
- b) GITAM reserves the right to disallow personnel of the Service Provider from using the canteen facilities within the campuses.

7. Reporting

7.1 Service Provider shall be reporting to GITAM on a continuing basis in respect of:

- a) Daily activities
- b) Periodical review of house keeping / facility management aspects
- c) Recommendations for any actions by GITAM for furthering the safety environment. Periodical review of its personnel's effectiveness, their medical and psychiatric health.
- e) Copies of proofs of payment of wages and emoluments, statutory contributions, insurance premium(s) and any other document pertaining to statutory compliances,
- f) Updates on statute, rules and regulations pertaining to the services of the Service Provider and emoluments of its personnel.

7.2 GITAM may designate its own personnel for coordinating with Service Provider in respect of the above,

7.3 All submittals shall be in hard copy and / or soft copy form as desired by GITAM.

8. Deployment

8.1, The deployment of various categories of personnel for carrying out the services of the Service Provider nshall be as specified in this Service Order or as instructed by GITAM from time to time.

8.2. Detailed duty charts shall be drawn up by the Service Provider to effectively maintain a secure environment.

9. Payment for the Services

9.1. Payment by GITAM to the Service Provider against this Service Order shall be on calendar month basis, the sum arrived at based on actual personnel deployed during the month, applying the per month rates for the various categories of personnel, adjusted for any shortfall in attendance or bonafide increase in deployment at any time during the month.

- 9.2. Charges against reliever for providing services during the one rest / off day every week for each individual is deemed to be covered in the man month rate specified in this Service Order.
- 9.3. The per month rates for the various categories of personnel as specified in this Service Order are deemed to cater to all the costs of the Service Provider, including but not limited to deploying furniture and gadgets beyond what may be provided by GITAM at its discretion, wages & emoluments, statutory contributions, insurance premium(s), cost of welfare measures, boarding, lodging, commuting, focal conveyance, uniforms, sundries, etc. and all taxes, duties, service charges, overheads and profit, except for GST which shall become payable to the Service Provider based on actual computation.
- 9.4. The payment rates specified are deemed to have been arrived at based on:
- i) Minimum wages for the type of personnel to be deployed by the Service Provider for rendering house keeping / facility management services to GITAM, as notified / published by the State Govt., latest revision as of the date of this Service Order.
 - ii) Rates of PF, ESI contributions as are applicable as of the date of this Service Order.
- 9.5. In case of any changes in the above rates, notified by the relevant Government Authority and as may become applicable, the Service Provider shall modify the per month rates accordingly and notify the Employer, to enable the Employer pay the Service Provider in accordance with the revised rates..
- 9.6. Payment by GITAM to Service Provider against its invoices shall completely discharge GITAM in respect thereof and in particular Service Provider shall not be entitled to any other payments or amounts by way of additional fee, charges or otherwise in respect of or arising out of the services provided by Service Provider.
- 9.7. GITAM shall not be liable for payment of any taxes, levies, charges, cess and payments as they may arise or fall due and are payable under the Laws of India in respect of the performance of the Service Provider of its obligations against this Service Order and all such taxes, levies, charges, cess and payments shall be to the account of the Service Provider and be fully borne by the Service Provider.
- 10. Invoicing**
- 10.1. The Service Provider shall submit its invoice, in an acceptable format of the GST regime, on the first day of every calendar month for the services rendered during the previous calendar month, supported by necessary details, copies of registers, proof of remittances payments towards manpower, wages, provident fund, Insurance, etc., based on which GITAM will determine the correctness of the entries, calculations and deductions, if any, and proceed to release the payment.
- 10.2. All payments by GITAM to the Service Provider shall be by way of cheque or electronic transfer only.
- 11. Confidentiality**
- 11.1. Service Provider and its personnel shall safeguard and shall neither disclose to any third person nor use for own benefit nor for the benefit of others, confidential information however or whenever acquired by Service Provider or its personnel with regard to GITAM or Its staff, students, guests and visitors, the Service Provider agrees to treat all Confidential Information as strictly confidential and shall not divulge Confidential Information, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, and shall not make use of or copy Confidential Information, except for the purpose of this Service Order. Confidential Information may be disclosed only to such of the employees of the Service Provider who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the Service Provider materially similar to this Section.
- 11.2. Confidential Information shall be deemed the property of the Employer. The Service Provider shall promptly upon expiry/ termination or receipt of a request from the Employer, return all Confidential Information to the Employer or destroy all such Confidential Information and all copies thereof or documents containing Confidential Information.
- 11.3. The Service Provider will not advertise or publish any information related to the Service Order without the prior written approval of the Employer.
- 11.4. The obligation of confidentiality set out in this Section shall survive the termination or expiration of this Service Order for any reason whatsoever.

- 11.5 The breach of this clause shall be construed as a material breach and the Employer may terminate this Service Order forthwith in case of breach on the part of the Service Provider
- 11.6 The Service Provider agrees that any of the Employer's technical or business information that the Service Provider's employees or agents or the Service Provider's Personnel acquire while on the Project premises, or through access to the Employer's computer systems or databases while on or off the Project premises, shall be deemed "**Confidential Information**".
- 11.7 The Employer will retain its right, title and interest in its trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Service Order. The Service Provider undertakes that except as otherwise expressly provided herein or agreed between the Parties, the Service Provider shall have no right, title, interest or claim over the Employer's intellectual property.

12. Assignment

- 12.1 The Service Provider shall not assign or sub-contract this Service Order in whole or in part to any third party, without the prior written consent of the Employer.
- 12.2 The Employer may at its sole discretion, assign this Service Order, and the rights and obligations of the Employer to an affiliate of the Employer.
- 12.3 Save as set out herein the Parties to the Service Order shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder, except with the express prior written consent of the Parties. The Service Provider shall not make any representation on behalf of the Employer except in conformity with instructions issued from time to time or beyond the scope of this Service Order.

13. Termination of the Service Order

13.1 Termination for Convenience

- 13.1.1 Employer may terminate this Service Order by giving prior written notice of 30 days to the Service Provider at its own discretion and/or convenience without assigning any reason.
- 13.1.2 In case the Service Provider desires foreclosure of the services being provided by him, for his own reasons, the Employer shall be notified in writing by giving a minimum of 3 months notice prior to the desired termination date.

14. Termination for Cause

- 14.1 Should the Service Provider default in the performance of any of its material duties or obligations as per this Service Order and such default or breach is not cured within Seven (7) days after receipt of written notice of such default or breach from the Employer, the Employer may terminate this Service Order by giving Seven (7) days written notice of termination for failure to cure to the breach. A waiver of any breach of this Service Order shall not constitute a waiver of any future breaches of this Service Order, whether of a similar or dissimilar nature.
- 14.2 Employer may terminate this Service Order immediately upon the happening of the following events:
- 14.2.1 Unexcused failure or refusal to provide the Services contemplated under this Service Order.
- 14.2.2 Upon any breach of any covenant/s of this Service Order either by the Service Provider or its personnel or otherwise breach any law or regulation that could adversely affect the interests of the Employer.
- 14.2.3 Upon any misrepresentation or breach of warranty made by the Service Provider in any document, report, certificate or financial or other statement now or hereafter furnished by Service Provider to the Employer in connection with this Service Order and shall be proved at any time to have been untrue or misleading in any material respect as of the time when made.

15. Effects of Termination

15.1 Upon termination of this Service Order, the Service Provider shall not have any further obligation to the Employer except:

- a) the Service Provider shall keep the Employer indemnified for any liabilities arising out of and/or in connection with this Service Order, arising at any time in future. Such liabilities include but are not limited to liabilities arising out of non-conformance to statutory compliances;
- b) for obligations accruing prior to the date of termination and Payment of any legitimate and undisputed services provided till the date of termination;
- c) obligations, promises, or covenants which are expressly made to extend beyond the term of this Service Order; and
- d) statutory obligations required to be fulfilled by the Service Provider for the services rendered till the date of termination.

15.2 The Service Provider is not entitled to claim any amount of loss or compensation for termination of the Service Order.

16. Survival Rights

Neither the expiration nor the early termination of this Service Order shall release the Service Provider from fulfilling all statutory obligations under this Service Order.

17. Indemnification

17.1 The Service Provider shall indemnify, defend and hold the Employer, its affiliates and their respective partners, directors, officer, agents and employees ("Indemnitees") harmless from and against all claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including without limitation, reasonable legal fees) or causes of action (collectively, "Liabilities") brought against or incurred by any Indemnitees for (a) injury to persons (including physical or mental injury, libel, slander and death), (b) loss or damage to property (c) violations of any applicable laws, permits, codes, ordinances or regulations, (d) any claims arising out of or in connection with the obligations of the Service Provider and the Service Provider's Personnel, its agents, Service Providers etc. under Section 4 [Confidentiality] & Section 5 [Code of Business Ethics and Code of Conduct], (e) any other liability, resulting from any other act or omission of, the Service Provider, its officers, agents or employees in the performance of this Service Order.

17.2 The Service Provider shall assume liability for, and shall defend, indemnify and keep harmless the Employer, its officers, directors, employees, successors and assignees (each an "Indemnified Party) from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, costs and expenses (including, without limitation, reasonable legal fees and expenses), arising from claims of personnel assigned to the Employer or otherwise or from any government or statutory bodies, of whatsoever kind or nature, any third party, imposed on, incurred by or asserted against the Employer.

17.3 The Service Provider shall assume liability for, and shall defend, indemnify and keep harmless the Employer from any and all claims arising out of, under or in connection with this Service Order or the subject matter of this Service Order including but not limited to (i) the breach of any covenant or warranty or representation, or a material breach of this Service Order, or (ii) the performance of the services by the Service Provider (iii) any violation or non compliance of Contract Labour (Regulation and Abolition) Act, 1970, Employee's State Insurance Act, 1948, Minimum Wages Act, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Income Tax Act, Workmen's Compensation Act, Child Labour (Prohibition And Regulation) Act 1986 and/or any other statutes or legislations as may be applicable from time to time on salaries and wages payable to The Service Provider's personnel. This clause shall survive even in case of early termination and/or even after expiry of this Service Order.

17.4 The Service Provider shall be solely responsible for all acts of omission and commission on the part of the personnel deployed by it. The Employer shall be at liberty to recover from the Service Provider any sum that it feels reasonable in the event of theft, burglary, accident and l or untoward incident that it believes has occurred due to negligence or connivance of the personnel of the Service Provider, irrespective of whether the item or event stands covered by insurances procured by the Employer.

17.5 The Employer shall be kept indemnified in respect of any loss occurring to it or its personnel or students or visitors on account of theft or fire or any accident attributable to the negligence or connivance, as the case may be, on the part of the personnel deployed by Service Provider.

17.6 The Service Provider shall keep GITAM indemnified in case any action is taken or sought to be taken against GITAM 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 thereof that pertain to the services of the Service Provider or personnel deployed by the Service Provider.

- 17.7 If GITAM is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications by laws / acts / regulations including amendments, if any, on the part of the Service Provider, GITAM shall have the right to deduct any money due to the Service Provider. GITAM shall also have the right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by GITAM in this regard.
- 17.8 In cases where, due to the exigency of the situation, GITAM has borne any costs, expenses or compensation or paid any amounts against penalties in connection with any accident or injury, against which GITAM stands indemnified, GITAM shall, without prejudice to any other means of recovery, be entitled to debit the same to the account of the Service Provider.
- 18. Code Of Business Ethics and Code of Conduct**
- 18.1 The Service Provider shall at all times fully comply with the Employer's prevailing Code of Conduct & Code of Business Ethics and other relevant Employer's rules and directives as the Employer may intimate from time to time.
- 18.2 The Service Provider and its personnel is / are bound to conduct all its / their dealing with GITAM, its management, employees and other associates, in a very ethical manner. The Service Provider and anybody acting on their behalf shall refrain from giving or attempting to pay illegal gratification / bribes / kickbacks, in cash or kind, to any employee of GITAM. Any attempts to provide such personal gratification may lead to termination of the assignment, cessation by GITAM of all business dealings with the Service Provider and / or blacklisting with GITAM and its associates for any future business and reporting of the matter to law enforcement agencies and also appropriate legal action, where necessary.
- 19. Compliance with Laws**
- 19.1 The Consultant shall observe and comply with, and give all notices required under applicable Laws.
- 19.2 The term "Laws" shall mean the laws, ordinances, rules, regulations, permits, codes, standards and lawful orders of any public authority (including requirements imposed by government entities such as state-owned hospitals or research institutions), whether existing at present or later enacted and which are applicable to any activities which the Consultant carries out for in relation to its cooperation with the Client or any of its affiliates.
- 19.3 The Service Provider needs to understand the limits, restrictions or disclosure requirements of any Laws.
- 19.4 If the Service Provider is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with government officials, the Consultant should consult with his contact with the Client before undertaking such activities.
- 19.5 The Service Provider shall protect, indemnify and hold harmless the Employer, its affiliates and their respective officers, directors, employees and agents ("Indemnitees") from and against any and all claims, losses, demands, causes of action and any and all related costs and expenses of every kind (including but not limited to, reasonable attorneys' fees, costs, and expenses) suffered by any of the Indemnitees arising from or based on either any act of bribery or corruption (as defined above or by any applicable Laws) or the violation or alleged violation of any of Laws whether by itself or its employees, agents, representatives.
- 19.6 This clause shall survive early termination and/or expiry of this Service Order.
- 20. Limitation of Liability**
- 20.1 **Mitigation of Loss**
In all cases the party establishing or alleging a breach of contract or a right to be indemnified in accordance with the Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he can do so without unreasonable inconvenience or cost.
- 20.2 **Consequential Damage**
Except as expressly provided in the Service Order, neither the Employer nor the Service Provider shall be liable to the other by way of indemnity or by reason of any breach of the Contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever that may be suffered by the other in connection with the Service Order.

21. Independent Relations

21.1 Neither Party shall be deemed to be an agent of the other Party. The relationship between the Parties shall only be that of independent the Service Provider on principal to principal basis. Neither Party shall have any right or authority to create any obligations or to make any representations or warranties on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

21.2 The Service Provider is providing Services as an independent Service Provider to the Employer hereunder, and this Service Order creates no partnership, or any other relationship between the Parties, and creates no employment relationship between the Employer and the personnel, employees, consultants, Service Providers or representatives assigned by the Service Provider to perform the Services under this Service Order.

22. Failure to Enforce and Waiver

Employer's waiver of any term or condition of this Service Order must be in writing and shall not be construed to be a waiver of any other term or condition hereof. Employer's waiver of any term or condition of this Service Order shall not be deemed a waiver of a subsequent breach of the same term or condition in this Service Order. The failure or delay on the part of the Employer to enforce any of its rights under this Service Order shall not constitute a waiver of such rights, any other rights or any future rights under this Service Order.

23. Severability

If any provision of this Service Order shall be found by any Government or administrative body of competent jurisdiction, to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Service Order and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision by a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

24. Force Majeure

Neither Party shall be considered in default in the performance of their contractual obligations under the Service Order, as long as such performance is prevented or delayed for reasons, by such act of God as severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, landslide, fire, explosions, plague or epidemics; strike and lockouts not attributable to breach of the Service Provider's obligations under this Service Order (lasting more than 14 consecutive calendar days), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities, rebellion, revolution, insurrection/or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority. It is agreed that in case both the Parties are prevented from fulfilling the contractual obligations by a State or Force Majeure event lasting continuously for a period 6 weeks, the Parties shall consult each other regarding the future implementation of the Service Order. The mere shortage of labor, materials, or utilities shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure. Both Parties shall reasonably endeavor to prevent, overcome or remove the effects of Force Majeure events.

25. Notice

Any notice or other communication required or permitted to be given between the Parties under this Service Order shall be:

i) given in writing at the following address or such other addresses as may be intimated from time to time.

If made to the Employer:
Office of Chief Finance Officer
Gandhi Institute of Technology and Management
Gitam Bhavan, Rushikonda, Visakhapatnam – 530 045

AND

If made to the Service Provider

Goldenstar Facilities & Services Pvt Limited
Hyderabad

ii) Signed by an authorized representative of the sender.

iii) In English Language

iv) Sent in person or by registered mail, email, or courier.

v) Notice shall be deemed to be received by the other Party on the same day if sent by email (provided confirmation receipt is received by the Party sending it), within seven days from the date of the acknowledge receipt and three days from the date on which the courier was sent.

25. Interpretation

In case any portion of this Service Order is repugnant to or at variance with the content of Service Provider 's quotation and / or subsequent negotiations, the stipulations in the Service Order shall prevail.

27. Entire Service Order

This Service Order includes all annexure, appendices and service level Service Orders, reports and formats as prescribed in service level requirements and supersedes all oral and written representations and Service Orders between the Parties including, but not limited to any earlier Service Order relating to the subject matter thereof.

28. Changes / Modification

The Parties shall always have the right to add, delete, amend or alter any of the terms and conditions of this Service Order as may be required by business exigencies and/or any change made by the regulatory authority and/or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be binding on the Parties.

29. Headings

All heading for various clauses in this Service Order are only for reference and they will not interfere with the construction/meaning of the clause itself.

30. Dispute Resolution and Governing Law

30.1 Governing Law: The construction, validity and performance of this Service Order shall be governed in all respects, by the laws of Republic of India.

30.2 Jurisdiction: The Courts in Visakhapatnam, Andhra Pradesh, India alone shall have jurisdiction for interpretation and resolving any disputes/litigation arising out of, under or in connection with this Service Order and with respect to the subject matter of this Service Order, subject to Dispute Resolution Clause hereunder.

30.2 Dispute Resolution: In the event of any dispute, or controversy between the Parties arising out of this Service Order or breach thereof, it shall be mutually resolved by the Parties and if the same is not resolved within 30 days from the date of receipt by one Party of a written notice from the other Party of the existence of the Dispute, then the matter shall be submitted for arbitration in accordance with the Arbitration and Conciliation Act, 1996 and with its amendments from time to time being in force, rules of which are deemed to be incorporated, by reference in this Sub-clause. The Arbitration shall be conducted by one arbitrator appointed in accordance with the Indian Arbitration and Conciliation Act 1996. All arbitration proceeding shall be held in English and the Place of Arbitration shall be Visakhapatnam, Andhra Pradesh, India. The award passed by the Arbitrator shall be final and binding upon the Parties hereto.

31.0 Performance bank guarantee

A)The Owner requires the Service Provider to provide within seven (7) calendar days from the date of the Work Order, a Performance Guarantee in the form of an unconditional banker's guarantee for faithful performance of his obligations under the Work Order.

(b) Such Performance Bank Guarantee shall be equal to 2% (two percent) of the Contract Price, valid till 90 days after the date of completion of the Contract Duration. The Performance Bank Guarantee shall be issued from a Nationalised Bank / Indian Bank (bank guarantee from co operative banks and/or foreign banks are not acceptable) acceptable to the Owner, in Owner's prescribed format. The Service Provider shall provide the performance bank guarantee at his own expense

(c) If the Service Provider fails to provide the performance bank guarantee within seven (7) calendar days after the date of Work Order or within such further period as may be advised by the Owner, the Owner shall be entitled to terminate the Work Order by issuing a seven (7) days' notice to the Service Provider.

(d) The Owner may utilise the cash proceeds of the performance bank guarantee to set-off any loss or damage incurred or likely to be incurred by him as a result of the Service Provider's failure to perform or observe any of the stipulations, terms and/or conditions under the Work Order.

(e) The Owner is not required to give notice of its intention to have recourse to the performance guarantee, or to convert the performance guarantee in to Cash.

(f) The Service Provider must not take any steps whatsoever to restrain: (a) the Owner from making any demand under security; or (b) the issuer of security from complying with any such demand

(g) The foregoing provisions shall not affect the rights and remedies expressly reserved in the Work Order to the Owner or bar the Owner from claiming any damages sustained or likely to be sustained by the Owner as a result of any breach of whatsoever nature by the Service Provider under the Work Order

32. Post Order Co-ordination Procedure:

31.1 The representative of the Employer for the executing the Services under this Order is Mr. Rajesh Pandey
Cell No: 7500167766

For Gandhi Institute of Technology and Management


Authorized signatory



GITAM

(DEEMED TO BE UNIVERSITY)

VISAKHAPATNAM • HYDERABAD • BENGALURU

SERVICE ORDER

Vendor Details :

QUESS INTERNATIONAL SERVICES PRIVATE LIMITED
DOORNO.56-3-1, GROUND FLOOR, ,BESIDE CANARA BANK,
,PATAMATA,VIJAYAWADA, Krishna-520010,Andhra Pradesh

SO No. : SO-GU/VTZ-CAO-CON/23-24/72

SO Date : 11/07/2023

Vendor Quotation No : NIL { PP - 1900 }

Vendor Quotation Date : 04/07/2023

VENDOR GST.NO. : 37AADCG2534K1ZK

GITAM GST No. 37AAATG0813D1Z9

S.No	Name of Product / Service	SAC	UOM	Qty	Unit Rate Excl.GST in INR	Total Amount Excl.GST in INR	GST %	GST Amount	Total Amount Incl.GST in INR
1	HOUSEKEEPING SERVICE (RENEWAL OF HOUSEKEEPING SERVICE FOR 01.04.2023 TO 31.08.2023) BREAK UP OF WAGES VIDE ANNEXURE	998519	Months	5	64,11,055.93	3,20,55,279.65	18.00	57,69,950.34	3,78,25,229.99

- 1. Packing & Forwarding** : Including
- 2. Transportation** : Including
- 3. Loading Charges** : Including
- 4. Unloading Charges** : NA
- 5. Delivery Period / Completion Time** : 31.08.2023
- 6. Payments Terms** : Monthly Payment
- 7. Warranty Period** :
- 8. Other Conditions** : Invoice to The Registrar, GITAM, Visakhapatnam
- 9. Enclosures** : Commercial Terms & Conditions
- 10. The Purchase Order shall be read, construed and interpreted in conjunction with the Commercial Terms & Conditions and all the enclosures attached with this Purchase Order**

Total Basic Amount	3,20,55,279.65
Tax Amount : IGST	
Tax Amount : CGST	28,84,975.17
Tax Amount : SGST	28,84,975.17
Total Amount Incl.GST ("Purchase Order Price")	3,78,25,230.00
Indian Rupees Three Crore Seventy Eight Lakh Twenty Five Thousand Two Hundred Thirty Only	

For Gandhi Institute of Technology & Management (GITAM)

Authorised Signatory

Gandhi Institute of Technology & Management (GITAM)

Gandhi Nagar Campus, Rushikonda, Visakhapatnam - 530045, Andhra Pradesh, INDIA

Website: www.gitam.edu Email: tenders@gitam.edu

SERVICE ORDER

Vendor Details :

QUESS INTERNATIONAL SERVICES PRIVATE LIMITED
DOORNO.56-3-1, GROUND FLOOR, ,BESIDE CANARA BANK,
,PATAMATA,VIJAYAWADA, Krishna-520010,Andhra Pradesh

SO No. : SO-GU/VTZ-CAO-CON/23-24/113

SO Date : 10/10/2023

Vendor Quotation No : NIL { PP - 2510 }

Vendor Quotation Date : 30/08/2023

VENDOR GST.NO. : 37AADCG2534K1ZK

GITAM GST No. 37AAATG0813D129

S.No	Name of Product / Service	SAC	UOM	Qty	Unit Rate Excl.GST in INR	Total Amount Excl.GST in INR	GST %	GST Amount	Total Amount Incl.GST in INR
1	HOUSEKEEPING SERVICE (RENEWAL OF HK SERVICE FOR 01.09.2023 TO 31.10.2023)	998519	NO	2.000	54,34,482.45	1,08,68,964.90	18.00	19,56,413.68	1,28,25,378.58

1. Packing & Forwarding : Including
2. Transportation : Including
3. Loading Charges : Including
4. Unloading Charges : NA
5. Delivery Period / Completion Time : 01.09.2023 to 31.10.2023
6. Payments Terms : Monthly Payment
7. Warranty Period :

8. Other Conditions : Invoice of The Registrar, GITAM,
Visakhapatnam
9. Enclosures : Commercial Terms & Conditions

10. The Purchase Order shall be read, construed and interpreted in
conjunction with the Commercial Terms & Conditions and all the enclosures
attached with this Purchase Order

Total Basic Amount	1,08,68,964.90
Tax Amount : IGST	
Tax Amount : CGST	9,78,206.84
Tax Amount : SGST	9,78,206.84
Total Amount Incl.GST ("Purchase Order Price")	1,28,25,379.00 ✓
Indian Rupees One Crore Twenty Eight Lakh Twenty Five Thousand Three Hundred Seventy Nine Only	

For Gandhi Institute of Technology & Management (GITAM)

[Signature]
Authorised Signatory



TAX INVOICE

Bill No: KFM37/2324/00831
GSTIN: 37AADCK5952F1ZF
Pan No: AADCK5952F

Date: 30/09/2023

FLC-1201153194

90
2024

02/11/23
03/20

37030

To,
GANDHI INSTITUTE OF TECHNOLOGY AND MANAGEMENT
The Registrar,
Gandhi Institute of Technology and Management,
Rushikonda, Visakhapatnam-530045
State: Andhra Pradesh
State Code: 37
GSTIN: 37AAATG0813D1Z9

Charges for Security Services for the period of 01/09/2023 to 30/09/2023

Particulars	HSN Code	Price Rs/ Month	No. Man Power	No. of Duties	Total Amount
ASST SECURITY OFFICER(OT)	998525	18424.00 P.M	4	3	2,125.85
Security Guard (OT)	998525	12745.00 P.M	130	1014	4,97,055.00
Security Guard	998525	16164.00 P.M	130	2793	17,36,387.00
Lady Asst Security Officer	998525	22504.00 P.M	1	25	21,638.46
Asst Security Officer	998525	22504.00 P.M	4	103	89,150.46
SUB TOTAL					23,46,357.00
Service Charges@ 6 %					140781.38
TOTAL BILL					24,87,137.77
CGST@ 9%					2,23,842.40
SGST@ 9%					2,23,842.40
GRAND TOTAL					29,34,823.00

In Words Rupees Twenty Nine Lakh. Thirty Four Thousand Eight Hundred Twenty Two point Five Seven Only

Please Make Payment Through RTGS / NEFT to :

Bank Name : HDFC BANK LIMITED
A/C No. : 50200027787787
IFSC Code : HDFC0000317
Branch : Jubilee Hills, Hyderabad.



For Kapston Services Limited

Authorised Signature

2/11/23

Prof. Y. Gouthama R.
Pro VC - Campus Life
GITAM (Deemed to be Unjvers)

Note : Please share the respective payment advice / Invoice details to : debtors@kapstonservices.com /accounts@kapstonservices.com

This is a Computer generated Invoice and requires no signature

Sanctioned Rs 29,34,823/-

25/10/2023
[A. KIRAN KUMAR]
SECURITY OFFICER

30/10/23
K. Ramanjaneyulu
Campus Security Head
GITAM (Deemed to be university)
Rushikonda, Visakhapatnam-530045

2/11/23
B.V. Ramana Kumar, IPS (Rtd)
Senior Director, Vigilance & Security
FAC of Outreach Programmes, GITAM

SECURITY OFFICER
GITAM (DEEMED TO BE UNIVERSITY)

2.11.23
CEO

KAPSTON SERVICES LIMITED

CORPORATE OFFICE: Plot # 75, Kavuri Hills, Madhapur, Hyderabad, Telangana - 500034, Ph: 98487 78243
REGIONAL OFFICE: 50-49-25/1, 2nd Floor, TPT Colony, Seethammadhara, Opp. NRI Hospital Vishakapatnam - 530013
Ph: 91 9848779064, Email: vizag@kapstonservices.com
Control Room: +91 96 4050 4050 (24X7) Email: info@kapstonservices.com Website: www.kapstonservices.com

CIN. No. L15400TG2009PLC062658

SERVICE ORDER

Vendor Details :

KAPSTON SERVICES LIMITED
2 FLOOR, 50-49-25/1, TPT COLONY, OPP NRI
HOSPITAL, SEETHAMMADHARA,, Visakhapatnam-530013, Andhra
Pradesh,

SO No. : SO-GU/VTZ-CAO-CON/23-24/35

SO Date : 31/05/2023

Vendor Quotation No : NIL (PP - 1589)

Vendor Quotation Date : 17/05/2023

VENDOR GST.NO. : 37AADCK5952F1ZF

GITAM GST No. 37AAATG0813D1Z9

S.No	Name of Product / Service	SAC	UOM	Qty	Unit Rate Excl.GST in INR	Total Amount Excl.GST in INR	GST %	GST Amount	Total Amount Incl.GST in INR
1	PROVIDING SECURITY SERVICES AT GITAM. PROVIDING SECURITY SERVICES AS PER THE DETAILS GIVEN IN ANNEXURE-I TO THIS SERVICE ORDER READ IN CONJUNCTION WITH THE COMMERCIAL TERMS & CONDITIONS INDICATED IN ANNEXURE- II TO THIS SERVICE ORDER	9985	Monthl y	11	23,46,670.00	2,58,13,370.00	18.00	46,46,406.60	3,04,59,776.60

1. Packing & Forwarding : NA
2. Transportation : NA
3. Loading Charges : NA
4. Unloading Charges : NA
5. Delivery Period / Completion Time : 01.05.2023 TO 31.03.2024
6. Payments Terms : Monthly
7. Warranty Period :
8. Other Conditions : Invoice to The Registrar, GiTAM,
Visakhapatnam
9. Enclosures : Commercial Terms & Conditions
10. The Purchase Order shall be read, construed and interpreted in
conjunction with the Commercial Terms & Conditions and all the enclosures
attached with this Purchase Order

Total Basic Amount	2,58,13,370.00
Tax Amount : IGST	
Tax Amount : CGST	23,23,203.30
Tax Amount : SGST	23,23,203.30
Total Amount Incl.GST ("Purchase Order Price")	3,04,59,777.00
	Indian Rupees Three Crore Four Lakh Fifty Nine Thousand Seven Hundred Seventy Seven Only

For Gandhi Institute of Technology & Management (GITAM)



[Signature]
Authorised Signatory

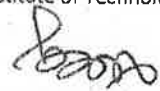
Enclosure to SO No. SO-GU/VTZ-CAO-CON.23-24/35, Dated:31.05.2023

Annexure-1 Page-2

Breakup of Wages as per Minimum Wages

PARTICULARS	SECURITY GUARD	Lady Asst Security	ASO
Min Wage	12,344	14,844	14,844
Basic	5,000	7,500	7,500
VDA *	7,344	7,344	7,344
Other Allowanace	-	3,000	3,000
Gross Salary	12,344	17,844	17,844
Leave Wages (PL)	586	714	714
Bonus on Min wages	1,028	1,237	1,237
Gross Salary(Sub Total-A)	13,958	19,794	19,794
PF	1,605	1,930	1,930
ESIC	401	580	580
Uniform & PPE	200	200	200
SubTotal (B)	2,206	2,710	2,710
TOTAL (A+B+C)	16,164	22,504	22,504

For Gandhi Institute of Technology and Management


Authorized signatory





GITAM

(DEEMED TO BE UNIVERSITY)

VISAKHAPATNAM · HYDERABAD · BENGALURU

SERVICE ORDER

Vendor Details :

V006999 - KAPSTON SERVICES LIMITED
2 FLOOR, 50-49-25/1,TPT COLONY, OPP NRI
HOSPITAL,SEETHAMMADHARA,,Visakhapatnam-530013,Andhra
Pradesh,

SO No. : SO-GU/VTZ-CAO-CON/24-25/12

SO Date : 08/05/2024

Vendor Quotation No : NIL { PP - 4395 }

Vendor Quotation Date : 30/04/2024

VENDOR GST.NO. : 37AADCK5952F1ZF

GITAM GST No. 37AAATG0813D1Z9

S.No	Name of Product / Service	SAC	UOM	Qty	Unit Rate Excl.GST in INR	Total Amount Excl.GST in INR	GST %	GST Amount	Total Amount Incl.GST in INR
1	SERVICE ORDER REQUEST FROM 1ST APRIL 2024 TO 31ST MARCH 2025) 8 HRS DUTY,WAGES PER MONTH (INR.18,382+GST FOR 102 GUARDS)	9985	NO	12.000	18,74,964.00	2,24,99,568.00	18.00	40,49,922.24	2,65,49,490.24
2	SERVICE ORDER REQUEST FROM 1ST APRIL 2024 TO 31ST MARCH 2025. 12 HRS DUTY,WAGES PER MONTH (INR.25,632+GST FOR 47 GUARDS)	9985	NO	12.000	12,04,704.00	1,44,56,448.00	18.00	26,02,160.64	1,70,58,608.64
3	SERVICE ORDER REQUEST FROM 1ST APRIL 2024 TO 31ST MARCH 2025.)8 HRS DUTY,WAGES PER MONTH (INR.24,991+GST FOR 1 NO. LADY SUPERVISOR	9985	NO	12.000	24,991.00	2,99,892.00	18.00	53,980.56	3,53,872.56
4	SERVICE ORDER REQUEST FROM 1ST APRIL 2024 TO 31ST MARCH 2025 .8 HRS DUTY,WAGES PER MONTH (INR.24,991+GST FOR 7 NO. SUPERVISO/ASO)	9985	NO	12.000	1,74,937.00	20,99,244.00	18.00	3,77,863.92	24,77,107.92

1. Packing & Forwarding	: Including	Total Basic Amount	3,93,55,152.00
2. Transportation	: Including	Tax Amount : IGST	
3. Loading Charges	: Including	Tax Amount : CGST	35,41,963.68
4. Unloading Charges	: NA	Tax Amount : SGST	35,41,963.68
5. Delivery Period / Completion Time	: 01.04.2024 to 31.03.2025		
6. Payments Terms	: Monthly against submission of Tax Invoice		
7. Warranty Period	:	Total Amount Incl.GST ("Purchase Order Price")	4,64,39,079.00
8. Other Conditions	: Invoice to The Registrar, GITAM, Visakhapatnam	Indian Rupees Four Crore Sixty Four Lakh Thirty Nine Thousand Seventy Nine Only	
9. Enclosures	: Commercial Terms & Conditions		
10. The Purchase Order shall be read, construed and interpreted in conjunction with the Commercial Terms & Conditions and all the enclosures attached with this Purchase Order			

For Gandhi Institute of Technology & Management (GITAM)

Authorised Signatory

Gandhi Institute of Technology & Management (GITAM)

Gandhi Nagar Campus, Rushikonda, Visakhapatnam - 530045, Andhra Pradesh, INDIA

Website: www.gitam.edu Email: tenders@gitam.edu

Breakup of Wages as per Minimum Wages for 8 & 12 hours Hrs Duty(1.04.2024 to 31.03.2025)

PARTICULARS	SECURITY GUARD-8 Hrs	SECURITY GUARD:12 Hrs	Lady Asst Security Officer-8Hrs	Supervisor / ASO 8 Hrs	Total Amount
Min Wage	13,249	13,249	15,749	15,749	
Basic	5,000	5,000	7,500	7,500	
VDA	8,249	8,249	8,249	8,249	
Other Allowance	-	6,624	3,000	3,000	
Gross Salary	13,249	19,873	18,749	18,749	
Leave Wages (PL)	637	637	757	757	
Bonus on Min wages	1,104	1,104	1,312	1,312	
Gross Salary(Sub Total-A)	14,989	21,613	20,817	20,817	
PF	1,722	1,722	1,950	1,950	
ESIC	431	646	609	609	
Uniform & PPE	200	200	200	200	
SubTotal (B)	2,353	2,568	2,759	2,759	
TOTAL (A+B)	17,342	24,181	23,577	23,577	
Agency Charges @ 6%	1,041	1,451	1,415	1,415	
Total Amount Incl. Agency Charges	18,382	25,632	24,991	24,991	
Say	18,382	25,632	24,991	24,991	
Total no of manpower	102	47	1	7	
Total salary for month	18,74,964	12,04,704	24,991	1,74,937	
Add GST @ 18%	3,37,494	2,16,847	4,498	31,489	
Total wages for one month including GST	22,12,458	14,21,551	29,489	2,06,426	
Total Amount for 12 months	2,65,49,490	1,70,58,609	3,53,873	24,77,108	4,64,39,079


 Authorised Signatory

ANNEXURE 2

TERMS AND CONDITIONS

1. **Definitions:** The following terms shall have the meanings defined below when used in capital letters herein:

- 1.1 **"Employer"** shall mean Gandhi Institute of Technology and Management, their successors and assigns, from time to time
- 1.2 **"Service Provider"** shall mean **"M/s Kapston Facilities Management Limited"**
- 1.3 **"Scope of Services"** shall mean the services to be provided by the Service Provider as detailed under Clause 3 below.
- 1.4 **"Service Order"** shall mean this Service Order and amendments thereof and the annexures, documents, drawings, specifications and other documents referred to therein.

2. **Communication:** All communications, correspondence and documentation relating to this Service Order shall be addressed to :
Office of Chief Finance Officer
Gandhi Institute of Technology and Management
GITAM Bhavan, Rushikonda, Visakhapatnam – 530 045

3. **Scope of Services**

The Scope of Services ("**Services**") under this Service Order shall be including but not limited to the following:

- Organise periodical security training to the Security staff to make them more proficient.
- Ensure proper Checking and screening of vehicles and visitors at main entry /exit points to avoid incidents of security concern. (HDMD's at main gates, under car checking mirrors, CUG sim with handset etc..)
- CCTV control room and monitoring round "O" clock.
- Ensure strict Traffic control measures at the parking places as well as inside the premises.
- Implement strict additional security measures at all the sensitive areas including hostel premises to prevent any undesirable incidents.
- Ensure proper patrolling of the entire Campus area round the clock to cover the gaps.
- Field officer will conduct surprise day/night checks to keep security team alert at all times.
- Conduct Rewards and Recognition programs to boost up the moral of security staff on quarterly basis.
- Identify and impart ERT & Fire (Emergency Response Team) training to security personnel and deploy them in each shift.
- Conduct mock drills yearly twice to enhance effectiveness and alertness of security staff.
- Keep strict vigilance of the surrounding areas of the campus to avoid untoward incidents, we will deploy a guard in mufti for this purpose.
- Conduct Grievance redressal program on monthly basis.
- Submit monthly MIS report.
- Analyzing data and taking action to improve performance of QMS processes.

3.1 The Service Provider shall be responsible for total safeguarding and protection of GITAM's property, inclusive of fixed and movable assets and those of its personnel, students and visitors at the premises specified in the Order, at all times during day and night, on a round-the-clock basis.

3.2 The following shall be the essential components of service to be provided by the Service Provider:

- a) Watch & ward
- b) Gate control
- c) Traffic control
- d) Assisting in fire fighting
- e) Presenting Guard of Honour on important occasions.
- f) Assisting in making inquiries and Investigations pertaining to cases of theft ,accident, indiscipline and any untoward incidents that have a bearing on GITAM.
- g) Assisting in reporting incidents to police and follow up with them and or the courts.

3.3 The Service Provider shall provide Services strictly in accordance with all the relevant Laws pertaining to his Scope of Services and as per the terms and conditions of this Service Order. Employer shall be entitled, at its sole discretion, to extend or reduce the scope of Services indicated in the Service Order.

- 3.4 The appointment of the Service Provider by the Employer is on non-exclusive basis and the Employer reserves the right to appoint other agencies to seek similar services, at its sole discretion. The Service Fees shall be as per details mentioned in **Annexure 1** to the Service Order.
- 3.5 The Service Fees provided in **Annexure 1** are inclusive of all costs and expenses to be incurred by the Service Provider for the Services including accommodation and local transportation, except for any specific exclusions mentioned in **Annexure 1**.
- 3.6 Any change in the Services shall be communicated to the Service Provider by giving a prior notice of one week and the Service Provider shall provide the Services as per the new requirement by such date as specified in the notice at no extra cost to the Employer, except for the pro-rata wages to be deducted/paid for the reduced/additional services respectively.
- 3.7 The Service Provider shall not do or cause to be done any act whereby or by reason whereof the reputation of the Employer is adversely affected in any manner whatsoever.
- 3.8 The Service Provider's Personnel shall sufficiently trained and have adequate knowledge of the Services to be provided.
- 3.9 In order to provide the Services, the Service Provider shall exercise a degree of skill, diligence and prudence, which is expected from a highly skilled, experienced and reputed Service provider engaged in similar type of services under similar circumstances.
- 3.10 The Service Provider shall at all times, employ adequate number of competent, qualified disciplined, well-mannered and experienced individuals to carry out the Services.
- 3.11 The Service Provider shall ensure the Service Provider's Personnel carry out work in accordance with this Service Order. The Employer shall be entitled to instruct the Service Provider to remove any of its Personnel, if in the reasonable opinion of the Employer such Service Provider's Personnel is unsuitable, incompetent, dishonest or uncooperative.
- 3.12 The Service Provider shall be solely liable and responsible for timely payments of all dues to its Personnel including but not limited to salaries, wages, overtime and other dues under applicable laws. The Employer requires the Service Provider to submit satisfactory evidence of such payments and the Service Provider shall provide such evidence together with each and every monthly invoice. Failure to provide such evidence shall disqualify the Service Provider from raising any invoices and claims on the Employer after 30 days from the date the invoice is due.
- 3.13 All Service Provider's Personnel shall remain employees of the Service Provider and there shall be no privity between the Service Provider's Personnel and the Employer.
- 3.14 The Service Provider shall ensure that all statutory compliances are adhered to in timely matter.
- 3.15 The Service Provider shall ensure the Service Provider's Personnel follow all the instructions and the safety procedures as per the Employer's Environment, Health and Safety procedures put in place from time to time.
- 3.16 The Service Provider shall absolve and indemnify the Employer from any liability arising out of the Service Provider's negligence and/or failure in complying with statutory provisions/safety instructions or otherwise.
- 3.17 The Service Provider shall solely be liable for payment of EPF, ESI and any other Statutory payments pertaining to the manpower assigned to the Employer. The Service Provider shall provide evidence to the Employer regarding the compliance of all statutory payments and the wages paid on monthly basis.
- 3.18 The Service Provider shall procure and maintain throughout the duration of the Service Order, workmen compensation insurance for all its personnel deployed at the Employer's premises, and provide proof of the same to the Employer or its representatives on regular basis.
- 3.19 The Service Provider shall ensure that its Personnel shall enter the Employer's premises in proper uniform and identity cards as detailed in clause 6.6 below. Service Provider's Personnel shall not cause any nuisance at the Employer's premises nor cause any inconvenience.
- 3.20 The Service Provider shall not violate any applicable law which, may individually or in the aggregate, affect its obligations arising out of, under or in connection with this Service Order or the subject matter of this Service Order.

- 3.21 The Service Provider's Personnel deputed must not be suffering from any chronic or contagious disease. The Employer shall be free to get any of the Service Provider's Personnel medically examined by a Medical Officer of its choice from time to time and the Service Provider shall be bound to remove and replace such Service Provider's Personnel, who is/are declared unfit medically.
- 3.22 In the performance of its obligations hereunder, the Service Provider shall fully comply with all applicable laws including but not limited to the following whichever is applicable:
- Contract Labour (Regulation & Abolition) Act, 1970
 - Employees State Insurance Act 1948
 - Employees Provident Funds and Miscellaneous Provisions Act 1952
 - Payment of Bonus Act, 1965
 - Payment of Wages Act, 1936
 - Minimum Wages Act, 1948
 - Payment of Gratuity Act, 1972
 - Factories Act, 1948
 - BOCW Act
 - Inter State Migrant Workmen(RECS) Act, 1979
 - Shops and Commercial Establishment Act / State Act,
 - Employers' Liability Act 1938
 - Equal Remuneration Act 1976
 - Industrial Disputes Act, 1947 / State Act, wherever applicable
 - Industrial Establishment (National Holidays) Act / State Act wherever applicable
 - Public Liability Insurance Act 1991
 - Employee's Compensation Act 1923 (where ESI Act is not applicable as also where any employee is not covered under the ESI Act)
 - Environment Laws
 - all other act/regulation/s apply on him or any other Act as notified from time to time.
- 3.23 The Service Provider shall submit the records and returns as required by the Employer and/or Government agencies. The Service Provider shall hold harmless and indemnify the Employer of any liabilities arising out of its failure to comply with statutory requirements.
- 3.24 The Service Provider shall maintain the registers as prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and also maintain the Labour License, if applicable under law.
- 3.25 The Service Provider shall maintain records for all the Service Provider's Personnel deployed at the Employer's premises. Based on their records, the invoice for salaries indicating separately statutory payments shall be prepared and submitted promptly to the Employer along with sufficient documentary proofs, to the satisfaction of the Employer.
- 3.26 The Service Provider shall disburse salaries to its employees in a timely manner every month.
- 3.27 The Service Provider agrees to accept and assume exclusive liability for the payment of any and all wages/salaries, ESI, PF and any other remuneration payable to its employees/personnel deployed by it under this Service Order. The Service Provider shall fully comply with Contract Labour (Regulation and Abolition) Act, 1970, Employee's State Insurance Act, 1948, Minimum Wages Act, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Income Tax Act, Workmen's Compensation Act, Child Labour (Prohibition And Regulation) Act 1986, or any other statutes or legislations as may be applicable from time to time on salaries and wages payable to its personnel. The Service Provider shall also maintain necessary registers/records as required under the aforesaid statutes and shall upon request provide the same upon prior written notice from the Employer. The Service Provider shall provide proof of compliance, including but not limited to registering the manpower with required authorities, filling in the requisite formats etc., including any amendments to such formats from time to time, to the Employer immediately upon such compliance. Such compliance shall be done within the dates prescribed by law.
- 3.28 On a monthly basis irrespective of any request by the Employer, the Service Provider shall provide, including but not limited to, the following documents for verification by the personnel of the Employer or by any agency appointed by the Employer to ensure that the wages and Over Time are paid to the Service Provider's personnel and are up to date, however such verification shall not absolve the responsibility and/or liability of the Service Provider's obligation of fulfilling the statutory requirements under the law. By way of signing this Service Order, the Service Provider shall hold harmless and indemnify the Employer from and against breach of any and all statutory compliances, and any claims arising out of, under or in connection with this Service Order or the subject matter of this Service Order.
- W
- 10

- i) Certified copy of statutory registration certificates;
- ii) EPFO and ESI Code Numbers of every personnel/employee working at Employer's premises;
- iii) EPFO and ESI Code Numbers of the establishment;
- iv) All registers and records to be maintained statutorily and / or required to be maintained by instructions from the Employer or its representatives;
- v) Wage Registers and Muster Roll;
- vi) Photocopies of challans and bank receipts evidencing monthly contributions to EPFO and ESI;
- vii) Certified copies of periodic returns under all applicable laws;
- ix) Any other documents required under law and/or as required by the Employer

- 3.29 The Minimum wages as applicable, in different states payable to manpower under the Minimum Wages Act whenever revised by the concerned government authority shall be notified by the Service Provider to the Employer, accordingly in case of any upward revision is made by the concerned government authority, accordingly the difference arising out of such revision will be payable to the Staff for which the Service Provider will make necessary changes in its running bill amount, with due notice and supporting documentation.
- 3.30 The Employer shall deduct all the applicable taxes/Government levies from the total bill of the Service Provider as per the taxes/laws in force including but not limited to TDS.
- 3.31 It is agreed that after termination of this Service Order, the Service Provider shall be liable and responsible to remove the Service Provider Personnel and material, if any, brought by the Service Provider for its performance under this Service Order, immediately from the Employer's premises.
- 3.32 The Service Provider shall be responsible for all acts and/or omission on the part of its employees. Any compensation to be paid to any person for any damage caused by such acts and/or omission on the part of its employees shall be borne by the Service Provider.
- 3.33 If any of the Service Provider's personnel suffers any injury or accident while on the Employer's premises the Service Provider will solely be responsible for providing immediate medical attention, medical treatment, hospitalization if required at his expense and the Service Provider shall be responsible and liable for payment of any and all compensation payable to such person, along with the compensation under the ESI/Workers Compensation Insurance (Workmen Compensation Insurance to be procured and maintained by the Service Provider) . The Service Provider hereby indemnifies and undertakes to keep the Employer indemnified and against all disputes, claims or actions raised by its personnel or by any third party in connection with its obligations under this Service Order. The Service Provider further undertakes to keep the Employer indemnified and held harmless from and against any claims, demands, actions, proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the Service Provider of any applicable law, rule or regulations with respect to its personnel or otherwise.

4. **Nature of Contract**



- 4.1. The contract arising out of this Order shall be construed as a non-exclusive Service Order. GITAM shall be free to enter into such contract Service Order with any other service provider, as GITAM may consider necessary from time to time.
- 4.2 The Service Provider shall not sub-contract or assign any of its duties, or responsibilities, or entitlements, to any others.

5. **Relationship**

- 5.1 In performing the services against this Order, the Service Provider shall at all times act as an Independent Service Provider. The Order does not in any way create a relationship of an agent and principal between Service Provider and GITAM. Service Provider shall not act or attempt or represent itself as an agent of GITAM.
- 5.2. Nothing in this Order shall be construed as creating a partnership or agency between GITAM and Service Provider. Subject to the provisions hereof, neither of GITAM or the Service Provider will be deemed to be an agent of the other as a result of any transaction under or related to this Order and will not in any way pledge the other's credit or incur any obligation on behalf of the other.
- 5.3 This Order does not in any way create a master and servant relationship between the employees or other personnel of the Service Provider and GITAM. Under no circumstances the employees of Service Provider shall be considered as employees of GITAM nor shall such relationship be considered to exist.

6. **Manpower**

- 6.1. The Service Provider shall employ its own personnel, either gender as required, for all the services assigned to the Service Provider as per this Order.

- 6.2. The Service Provider shall be solely responsible for supervision and reporting thereof to GITAM on all the activities. Sub-contracting is strictly prohibited.
- 6.3. The Service Provider shall be deemed to be the principal employer of the Individuals deployed for the purpose of determining the responsibility under the statute and the Service Provider shall get registered with the concerned statutory authority and shall be directly responsible to the authorities there under for compliance with the provisions thereof.
- 6.4. Qualifications of personnel
- Literate, with at least rudimentary proficiency in the vernacular.
 - Medically and psychologically fit.
 - Screened for family background, antecedents, integrity, character, conduct and decent behavior.
 - Trained and competent to discharge security duties.
 - Trained in operation of firefighting equipment and rendering of First Aid.
- 6.5. Unacceptable individuals:
- GITAM has the liberty to order the Service Provider to disengage any individual deployed by the Service Provider.
 - Such order can arise in cases where GITAM believes that an individual's actions and / or behavior have compromised or can potentially affect its security or become a liability in respect of its own activities.
 - Periodical reviews shall be conducted by the Service Provider to identify and disengage individuals with medical, psychiatric or behavioral problems.
 - Individuals disengaged consequent to GITAM's orders or own reviews by the Service Provider shall not access GITAM's premises or the surroundings or have any role or interference in the providing its services to GITAM.
 - Individuals deployed by the Service Provider shall not develop or initiate friendship with GITAM's employees, or students, or service providers, or suppliers or the local population.
- 6.6. Personnel deployed shall be adequately equipped, as below, at the cost of the Service Provider, to discharge their duties
- Photo Identity Cards
 - Uniforms, shoes, caps and ceremonial dress, personal protective gear such as face masks, gloves, etc. as required
 - Baton, torchlight, whistle, rainwear and umbrella.
- 6.7. Emoluments and benefits:
- The wages / emoluments and perquisites for the personnel deployed by the Service Provider shall be consistent with the laws, regulations and rules applicable at the place of service.
 - Service Provider shall provide such benefits as are called for by statute, including but not limited to ESI, PF, leaves, insurance coverage for life, accident, health and third party claims and reimbursement of Professional Tax where imposed.
 - Welfare of the personnel deployed by Service Provider shall be the responsibility of the Service Provider at its own cost.
 - All payments to the personnel of the Service Provider shall be only through banks.
- 6.8. Facilities:
- Lodging, boarding, commuting and local conveyance for the personnel of the Service Provider shall be arranged by Service Provider at its cost.
 - GITAM reserves the right to disallow personnel of the Service Provider from using the canteen facilities within the campuses.
 - GITAM shall provide, free of cost, cloak rooms and security posts, for the bonafide use of the Service Provider.
- 7. Reporting**
- 7.1 Service Provider shall be reporting to GITAM on a continuing basis in respect of:
- Daily activities
 - Periodical review of security aspects
 - Recommendations for any actions by GITAM for furthering the safety environment. Periodical review of its personnel's effectiveness, their medical and psychiatric health.
 - Copies of proofs of payment of wages and emoluments, statutory contributions, insurance premium(s) and any other document pertaining to statutory compliances.
 - Updates on statute, rules and regulations pertaining to the services of the Service Provider and emoluments of its personnel.
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7.2 GITAM may designate its own personnel for coordinating with Service Provider in respect of the above,

7.3 All submittals shall be in hard copy and / or soft copy form as desired by GITAM.

8. Deployment

8.1. The deployment of various categories of personnel for carrying out the services of the Service Provider shall be as specified in this Service Order or as instructed by GITAM from time to time.

8.2. Detailed duty charts shall be drawn up by the Service Provider to effectively maintain a secure environment.

9. Payment for the Services

9.1. Payment by GITAM to the Service Provider against this Service Order shall be on calendar month basis, the sum arrived at based on actual personnel deployed during the month, applying the per month rates for the various categories of personnel, adjusted for any shortfall in attendance or bonafide increase in deployment at any time during the month.

9.2. Charges against reliever for providing services during the one rest / off day every week for each individual is deemed to be covered in the man month rate specified in this Service Order.

9.3. The per month rates for the various categories of personnel as specified in this Service Order are deemed to cater to all the costs of the Service Provider, including but not limited to deploying furniture and gadgets beyond what may be provided by GITAM at its discretion, wages & emoluments, statutory contributions, insurance premium(s), cost of welfare measures, boarding, lodging, commuting, focal conveyance, uniforms, sundries, etc. and all taxes, duties, service charges, overheads and profit, except for GST which shall become payable to the Service Provider based on actual computation.

9.4. The payment rates specified are deemed to have been arrived at based on:

i) Minimum wages for the type of personnel to be deployed by the Service Provider for rendering security services to GITAM, as notified / published by the State Govt., latest revision as of the date of this Service Order.

ii) Rates of PF, ESI contributions as are applicable as of the date of this Service Order.

9.5. In case of any changes in the above rates, notified by the relevant Government Authority and as may become applicable, the Service Provider shall modify the per month rates accordingly and notify the Employer, to enable the Employer pay the Service Provider in accordance with the revised rates..

9.6. Payment by GITAM to Service Provider against its invoices shall completely discharge GITAM in respect thereof and in particular Service Provider shall not be entitled to any other payments or amounts by way of additional fee, charges or otherwise in respect of or arising out of the services provided by Service Provider.

9.7. GITAM shall not be liable for payment of any taxes, levies, charges, cess and payments as they may arise or fall due and are payable under the Laws of India in respect of the performance of the Service Provider of its obligations against this Service Order and all such taxes, levies, charges, cess and payments shall be to the account of the Service Provider and be fully borne by the Service Provider.

10. Invoicing

10.1. The Service Provider shall submit its invoice, in an acceptable format of the GST regime, on the first day of every calendar month for the services rendered during the previous calendar month, supported by necessary details, copies of registers, proof of remittances payments towards manpower, wages, provident fund, insurance, etc., based on which GITAM will determine the correctness of the entries, calculations and deductions, if any, and proceed to release the payment.

10.2. All payments by GITAM to the Service Provider shall be by way of electronic transfer only.


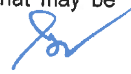
11. Confidentiality

11.1. Service Provider and its personnel shall safeguard and shall neither disclose to any third person nor use for own benefit nor for the benefit of others, confidential information however or whenever acquired by Service Provider or its personnel with regard to GITAM or its staff, students, guests and visitors, the Service Provider agrees to treat all Confidential Information as strictly confidential and shall not divulge Confidential Information, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, and shall not make use of or copy Confidential Information, except for the purpose of this Service Order. Confidential Information may be disclosed only to such of the employees of the Service Provider who reasonably require

access to such information for the purpose for which it was disclosed and who have secrecy obligations to the Service Provider materially similar to this Section.

- 11.2 Confidential Information shall be deemed the property of the Employer. The Service Provider shall promptly upon expiry/ termination or receipt of a request from the Employer, return all Confidential Information to the Employer or destroy all such Confidential Information and all copies thereof or documents containing Confidential Information.
 - 11.3 The Service Provider will not advertise or publish any information related to the Service Order without the prior written approval of the Employer.
 - 11.4 The obligation of confidentiality set out in this Section shall survive the termination or expiration of this Service Order for any reason whatsoever.
 - 11.5 The breach of this clause shall be construed as a material breach and the Employer may terminate this Service Order forthwith in case of breach on the part of the Service Provider
 - 11.6 The Service Provider agrees that any of the Employer's technical or business information that the Service Provider's employees or agents or the Service Provider's Personnel acquire while on the Project premises, or through access to the Employer's computer systems or databases while on or off the Project premises, shall be deemed "**Confidential Information**".
 - 11.7 The Employer will retain its right, title and interest in its trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Service Order. The Service Provider undertakes that except as otherwise expressly provided herein or agreed between the Parties, the Service Provider shall have no right, title, interest or claim over the Employer's intellectual property.
- 12. Assignment**
- 12.1 The Service Provider shall not assign or sub-contract this Service Order in whole or in part to any third party, without the prior written consent of the Employer.
 - 12.2 The Employer may at its sole discretion, assign this Service Order, and the rights and obligations of the Employer to an affiliate of the Employer.
 - 12.3 Save as set out herein the Parties to the Service Order shall not assign or purport to assign or Otherwise deal with any of its rights and obligations hereunder, except with the express prior written consent of the Parties. The Service Provider shall not make any representation on behalf of the Employer except in conformity with instructions issued from time to time or beyond the scope of this Service Order.
- 13. Termination of the Service Order**
- 13.1 **Termination for Convenience**
 - 13.1.1 Employer may terminate this Service Order by giving prior written notice of 30 days to the Service Provider at its own discretion and/or convenience without assigning any reason.
 - 13.1.2 In case the Service Provider desires foreclosure of the services being provided by him, for his own reasons, the Employer shall be notified in writing by giving a minimum of 2 months notice prior to the desired termination date.
- 14. Termination for Cause**
- 14.1 Should the Service Provider default in the performance of any of its material duties or obligations as per this Service Order and such default or breach is not cured within Seven (7) days after receipt of written notice of such default or breach from the Employer, the Employer may terminate this Service Order by giving Seven (7) days written notice of termination for failure to cure to the breach. A waiver of any breach of this Service Order shall not constitute a waiver of any future breaches of this Service Order, whether of a similar or dissimilar nature.
 - 14.2 Employer may terminate this Service Order immediately upon the happening of the following events:
 - 14.2.1 Unexcused failure or refusal to provide the Services contemplated under this Service Order.
 - 14.2.2 Upon any breach of any covenant/s of this Service Order either by the Service Provider or its personnel or otherwise breach any law or regulation that could adversely affect the interests of the Employer.

- 14.2.3 Upon any misrepresentation or breach of warranty made by the Service Provider in any document, report, certificate or financial or other statement now or hereafter furnished by Service Provider to the Employer in connection with this Service Order and shall be proved at any time to have been untrue or misleading in any material respect as of the time when made;
- 15. Effects of Termination**
- 15.1 Upon termination of this Service Order, the Service Provider shall not have any further obligation to the Employer except:
- the Service Provider shall keep the Employer indemnified for any liabilities arising out of and/or in connection with this Service Order, arising at any time in future. Such liabilities include but are not limited to liabilities arising out of non-conformance to statutory compliances;
 - for obligations accruing prior to the date of termination and Payment of any legitimate and undisputed services provided till the date of termination;
 - obligations, promises, or covenants which are expressly made to extend beyond the term of this Service Order; and
 - statutory obligations required to be fulfilled by the Service Provider for the services rendered till the date of termination.
- 15.2 The Service Provider is not entitled to claim any amount of loss or compensation for termination of the Service Order.
- 16. Survival Rights**
- Neither the expiration nor the early termination of this Service Order shall release the Service Provider from fulfilling all statutory obligations under this Service Order.
- 17. Indemnification**
- 17.1 The Service Provider shall indemnify, defend and hold the Employer, its affiliates and their respective partners, directors, officer, agents and employees ("Indemnitees") harmless from and against all claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including without limitation, reasonable legal fees) or causes of action (collectively, "Liabilities") brought against or incurred by any Indemnitees for (a) injury to persons (including physical or mental injury, libel, slander and death), (b) loss or damage to property (c) violations of any applicable laws, permits, codes, ordinances or regulations, (d) any claims arising out of or in connection with the obligations of the Service Provider and the Service Provider's Personnel, its agents, Service Providers etc. under Section 4 [Confidentiality] & Section 5 [Code of Business Ethics and Code of Conduct], (e) any other liability, resulting from any other act or omission of, the Service Provider, its officers, agents or employees in the performance of this Service Order.
- 17.2 The Service Provider shall assume liability for, and shall defend, indemnify and keep harmless the Employer, its officers, directors, employees, successors and assignees (each an "Indemnified Party) from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, costs and expenses (including, without limitation, reasonable legal fees and expenses), arising from claims of personnel assigned to the Employer or otherwise or from any government or statutory bodies, of whatsoever kind or nature, any third party, imposed on, incurred by or asserted against the Employer.
- 17.3 The Service Provider shall assume liability for, and shall defend, indemnify and keep harmless the Employer from any and all claims arising out of, under or in connection with this Service Order or the subject matter of this Service Order including but not limited to (i) the breach of any covenant or warranty or representation, or a material breach of this Service Order, or (ii) the performance of the services by the Service Provider (iii) any violation or non compliance of Contract Labour (Regulation and Abolition) Act, 1970, Employee's State Insurance Act, 1948, Minimum Wages Act, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Income Tax Act, Workmen's Compensation Act, Child Labour (Prohibition And Regulation) Act 1986 and/or any other statutes or legislations as may be applicable from time to time on salaries and wages payable to The Service Provider's personnel. This clause shall survive even in case of early termination and/or even after expiry of this Service Order.
- 17.4 The Service Provider shall be solely responsible for all acts of omission and commission on the part of the personnel deployed by it. The Employer shall be at liberty to recover from the Service Provider any sum that it feels reasonable in the event of theft, burglary, accident and l or untoward incident that it believes has occurred due to negligence or connivance of the personnel of the Service Provider, irrespective of whether the item or event stands covered by insurances procured by the Employer.
- 17.5 The Employer shall be kept indemnified in respect of any loss occurring to it or its personnel or students or visitors on account of theft or fire or any accident attributable to the negligence or connivance, as the case may be, on the part of the personnel deployed by Service Provider. subject to a cap of 3 months management fee.

- 17.6 The Service Provider shall keep GITAM indemnified in case any action is taken or sought to be taken against GITAM 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 thereof that pertain to the services of the Service Provider or personnel deployed by the Service Provider.
- 17.7 If GITAM is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications by laws / acts / regulations including amendments, if any, on the part of the Service Provider, GITAM shall have the right to deduct any money due to the Service Provider. GITAM shall also have the right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by GITAM in this regard.
- 17.8 In cases where, due to the exigency of the situation, GITAM has borne any costs, expenses or compensation or paid any amounts against penalties in connection with any accident or injury, against which GITAM stands indemnified, GITAM shall, without prejudice to any other means of recovery, be entitled to debit the same to the account of the Service Provider. subject to a cap of 3 months management fee.
- 18. Code Of Business Ethics and Code of Conduct**
- 18.1 The Service Provider shall at all times fully comply with the Employer's prevailing Code of Conduct & Code of Business Ethics and other relevant Employer's rules and directives as the Employer may intimate from time to time.
- 18.2 The Service Provider and its personnel is / are bound to conduct all its / their dealing with GITAM, its management, employees and other associates, in a very ethical manner. The Service Provider and anybody acting on their behalf shall refrain from giving or attempting to pay illegal gratification / bribes / kickbacks, in cash or kind, to any employee of GITAM. Any attempts to provide such personal gratification may lead to termination of the assignment, cessation by GITAM of all business dealings with the Service Provider and / or blacklisting with GITAM and its associates for any future business and reporting of the matter to law enforcement agencies and also appropriate legal action, where necessary.
- 19. Compliance with Laws**
- 19.1 The Consultant shall observe and comply with, and give all notices required under applicable Laws.
- 19.2 The term "Laws" shall mean the laws, ordinances, rules, regulations, permits, codes, standards and lawful orders of any public authority (including requirements imposed by government entities such as state-owned hospitals or research institutions), whether existing at present or later enacted and which are applicable to any activities which the Consultant carries out for in relation to its cooperation with the Client or any of its affiliates.
- 19.3 The Service Provider needs to understand the limits, restrictions or disclosure requirements of any Laws.
- 19.4 If the Service Provider is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with government officials, the Consultant should consult with his contact with the Client before undertaking such activities.
- 19.5 The Service Provider shall protect, indemnify and hold harmless the Employer, its affiliates and their respective officers, directors, employees and agents ("Indemnitees") from and against any and all claims, losses, demands, causes of action and any and all related costs and expenses of every kind (including but not limited to, reasonable attorneys' fees, costs, and expenses) suffered by any of the Indemnitees arising from or based on either any act of bribery or corruption (as defined above or by any applicable Laws) or the violation or alleged violation of any of Laws whether by itself or its employees, agents, representatives.
- 19.6 This clause shall survive early termination and/or expiry of this Service Order.
- 20. Limitation of Liability**
- 20.1 Mitigation of Loss
In all cases the party establishing or alleging a breach of contract or a right to be indemnified in accordance with the Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he can do so without unreasonable inconvenience or cost.
- 20.2 Consequential Damage
Except as expressly provided in the Service Order, neither the Employer nor the Service Provider shall be liable to the other by way of indemnity or by reason of any breach of the Contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever that may be suffered by the other in connection with the Service Order.
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21. Independent Relations

21.1 Neither Party shall be deemed to be an agent of the other Party. The relationship between the Parties shall only be that of independent the Service Provider on principal to principal basis. Neither Party shall have any right or authority to create any obligations or to make any representations or warranties on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

21.2 The Service Provider is providing Services as an independent Service Provider to the Employer hereunder, and this Service Order creates no partnership, or any other relationship between the Parties, and creates no employment relationship between the Employer and the personnel, employees, consultants, Service Providers or representatives assigned by the Service Provider to perform the Services under this Service Order.

22. Failure to Enforce and Waiver

Employer's waiver of any term or condition of this Service Order must be in writing and shall not be construed to be a waiver of any other term or condition hereof. Employer's waiver of any term or condition of this Service Order shall not be deemed a waiver of a subsequent breach of the same term or condition in this Service Order. The failure or delay on the part of the Employer to enforce any of its rights under this Service Order shall not constitute a waiver of such rights, any other rights or any future rights under this Service Order.

23. Severability

If any provision of this Service Order shall be found by any Government or administrative body of competent jurisdiction, to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Service Order and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision by a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

24. Force Majeure

Neither Party shall be considered in default in the performance of their contractual obligations under the Service Order, as long as such performance is prevented or delayed for reasons, by such act of God as severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, landslide, fire, explosions, plague or epidemics; strike and lockouts not attributable to breach of the Service Provider's obligations under this Service Order (lasting more than 14 consecutive calendar days), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities, rebellion, revolution, insurrection/or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority. It is agreed that in case both the Parties are prevented from fulfilling the contractual obligations by a State or Force Majeure event lasting continuously for a period 6 weeks, the Parties shall consult each other regarding the future implementation of the Service Order. The mere shortage of labor, materials, or utilities shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure. Both Parties shall reasonably endeavor to prevent, overcome or remove the effects of Force Majeure events.

25. Notice

Any notice or other communication required or permitted to be given between the Parties under this Service Order shall be:

i) Given in writing at the following address or such other addresses as may be intimated from time to time.

If made to the Employer:

The Registrar

Gandhi Institute of Technology and Management

GitamBhavan, Rushikonda, Visakhapatnam – 530 045

AND

If made to the Service Provider

Kapston Facilities Management Limited
Door No. 50-49-25/1, 2nd Floor, TPT Colony,
Opposite NRI Hospital, Seethammadhara,
Visakhapatnam – 530 013

Signed by an authorized representative of the sender.

ii) In English Language

iii) Sent in person or by registered mail, email, or courier.

iv) Notice shall be deemed to be received by the other Party on the same day if sent by email (provided confirmation receipt is received by the Party sending it), within seven days from the date of the acknowledge receipt and three days from the date on which the courier was sent.

25. Interpretation

In case any portion of this Service Order is repugnant to or at variance with the content of Service Provider 's quotation and / or subsequent negotiations, the stipulations in the Service Order shall prevail.

27. Entire Service Order

This Service Order includes all annexure, appendices and service level Service Orders, reports and formats as prescribed in service level requirements and supersedes all oral and written representations and Service Orders between the Parties including, but not limited to any earlier Service Order relating to the subject matter thereof.

28. Changes / Modification

The Parties shall always have the right to add, delete, amend or alter any of the terms and conditions of this Service Order as may be required by business exigencies and/or any change made by the regulatory authority and/or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be binding on the Parties.

29. Headings

All heading for various clauses in this Service Order are only for reference and they will not interfere with the construction/meaning of the clause itself.

30. Dispute Resolution and Governing Law

30.1 Governing Law: The construction, validity and performance of this Service Order shall be governed in all respects, by the laws of Republic of India.

30.2 Jurisdiction: The Courts in Visakhapatnam, Andhra Pradesh, India alone shall have jurisdiction for interpretation and resolving any disputes/litigation arising out of, under or in connection with this Service Order and with respect to the subject matter of this Service Order, subject to Dispute Resolution Clause hereunder.

30.2 Dispute Resolution: In the event of any dispute, or controversy between the Parties arising out of this Service Order or breach thereof, it shall be mutually resolved by the Parties and if the same is not resolved within 30 days from the date of receipt by one Party of a written notice from the other Party of the existence of the Dispute, then the matter shall be submitted for arbitration in accordance with the Arbitration and Conciliation Act, 1996 and with its amendments from time to time being in force, rules of which are deemed to be incorporated, by reference in this Sub-clause. The Arbitration shall be conducted by one arbitrator appointed in accordance with the Indian Arbitration and Conciliation Act 1996. All arbitration proceeding shall be held in English and the Place of Arbitration shall be Visakhapatnam, Andhra Pradesh, India. The award passed by the Arbitrator shall be final and binding upon the Parties hereto.

31. Post Order Co-ordination Procedure:

31.1 The representative of the Employer for the executing the Services under this Order is Mr. Ramanajaneyulu, Campus Security Head, email id: campussecurityhead_vsp@qitam.edu, Phone No. +91 70134 33821.

