NATIONAL INSTITUTE OF FOOD TECHNOLOGY, ENTREPRENEURSHIP AND MANAGEMENT, THANJAVUR (NIFTEM-T)

(Ministry of Food Processing Industries, Government of India) Pudukkottai Road, Thanjavur -613 005, Tamil Nadu

No. NIFTEM-T/EOI/2023

NOTICE INVITING TENDER

Dated: 13.08.2023

EXPRESSION OF INTEREST CALLED FROM CENTRAL / STATE GOVERNMENT / PSUs / SEMI-GOVERNMENT AGENCIES FOR TAKING UP THE WORK "REPAIRS, MAINTENANCE AND SPECIAL REPAIRS OF INSTITUTE BUILDINGS AND QUARTERS

AT NIFTEM, THANJAVUR"

National Institute of Food Technology, Entrepreneurship and Management, Thanjavur(NIFTEM-T), an Institute of National Importance, formerly Indian Institute of Food Processing Technology – IIFPT, under the Ministry of Food Processing Industries, Government of India situated at Pudukottai Road, near Thanjavur Air Force Station, Thanjavur-613005 invites Expression of Interest from Central / State Government / Semi-Government agencies/PSUs, for taking up the work "Repairs, Maintenance and Special Repairs of institute Buildings and Quarters at NIFTEM, Thanjavur" for an agreement period of one year on Lump Sum Service Charge basis

The details of Buildings are furnished here under:

S.No	Description	No.	Total Buildup	Year
		Floors	Area in sqm	construction
1.	Dr.Subrahmanyan Bhawan	G+2	5319	2009-2010
2.	Dr.APJ Abdul kalam Block	G+1	6138	2013-2014
3.	Centre of Excellence in	G+1	1474	2021-2022
	Nonthermal Processing(CENTP)			
4.	Centre of Excellence in	G	418	2020-2021
	Grain Sciences(CEGS)			
5.	MSSR Complex	G+1	1924	1985-1986
6.	Incubation Centre	G	1090	1985-1986
7.	Workshop and Fabrication Unit	G	392	1985-1986
8.	Girls Hostel 150 occupants	G+3	4680	2020-2021
9.	Boys Hostel 120 occupants	G+2	1878	2013-2014
10.	Quarters – Type II - 8 nos.,	G+1	-	1985-1986
	Type III -2 nos., Type V -1 no.,			
	Type $VI - 1$ no.,			
11.	Trainees Hostel 45 occupants	G+2	612	1985-1986
12.	Other infrastructures such as canteen,			
	playground, Road, OHT, Galvalume			
	sheds, etc.			

- 2. The work shall be executed based on CPWD specifications / norms and by following GFR provisions & CVC guidelines. The agency interested have to sign an agreement based on the 'NIFTEM-T standard format of Agreement for Repairs, Maintenance and Special Repair Works. A copy of the standard format of Agreement is enclosed as Annexure –3.
- 3. The agencies interested may send their Expression of Interest to the undersigned in a sealed envelope which shall be super scribed "EOI FOR TAKING UP THE WORK "REPAIRS, MAINTENANCE AND SPECIAL REPAIRS OF INSTITUTE BUILDINGS AND QUARTERS AT NIFTEM, THANJAVUR" in two cover system in single stage i.e., Technical Bid & Financial Bid, on or before 03.00 PM on <u>05.09.2023 (Tuesday)</u>, along with the Checklist (Annexure 1) and following documents / details:

Technical Bid (Details to be furnished in the technical bid cover):

- a) Profile of the Organisation/Department with Organisation structure
- b) Details of office exist in Tamil Nadu
- c) List of works with cost of the project and time period executed during the past 5 years with any Central/State Government Departments/Institutions/PSUs.
- d) Client satisfactory letter/work completion certificate for the works executed during last 5 year
- e) Details of past experience with NIFTEM, Thanjavur (IIFPT/IICPT), if any
- f) Undertaking to execute the work based on CPWD specifications / norms /SOPs and following GFR provisions & CVC Guidelines. May be submitted in Company Letter head.
- g) Consent to execute an Agreement on the contract with the Institute (Annexure-3). All the pages may be signed as a token acceptance of the draft agreement.
- h) Consent for setting up of an office in the Institute during the period of contract.

Financial Bid (Details to be furnished in the financial bid cover):

- a) The rate of Agency charges (Lump sum Service Charges in percentages) for the contract, including Taxes shall be furnished in the enclosed format as seen in Annexure 2.
 - Note: If two or more agencies has become L1 (i.e. coated same Service charges), then the selection criteria shall be based on the profile and/or satisfactory completion of works and/or client certificates and/or Other terms & conditions.
- 4. The Technical Bid of EOIs will be opened at 04.00 PM on the same day in presence of the representatives of agencies, if any. The Director, NIFTEM, Thanjavur reserves right to accept or reject any or all the EOIs without assigning reasons thereof.
- 5. The Opening of Financial Bid will be intimated to the agencies who have qualified in the Technical Bid.

The Director,

NIFTEM, Thanjavur

Annexure - 1

EXPRESSION OF INTEREST CALLED FROM CENTRAL / STATE GOVERNMENT / SEMI-GOVERNMENT AGENCIES FOR TAKING UP THE WORK "REPAIRS, MAINTENANCE AND SPECIAL REPAIRS OF INSTITUTE BUILDINGS AND QUARTERS AT NIFTEM, THANJAVUR"

<u>CHECK LIST FOR ENCLOSURES</u> (To be submitted along with Technical Bid & Financial Bid cover)

S.No.	Particulars	Please tick in appropriate columns		Remarks
		Yes	No	
	1. Technical Bid		1	
a.	Profile of the Organization/Department			
	with Organization structure			
b.	Details of office exist in Tamil Nadu			
c.	List of works with cost of the project and			
	time period executed during the past 5 years			
	with any Central/State Government			
	Departments/Institutions/PSUs.			
d.	Client satisfactory letter/work completion			
	certificate for the works executed during			
	last 5 year			
e.	Details of past experience with NIFTEM,			
	Thanjavur (IIFPT/IICPT), if any			
f.	Undertaking to execute the work based on			
	CPWD specifications / norms /SOPs and			
	following GFR provisions & CVC			
	Guidelines. May be submitted in Company			
	Letter head.			
g.	Consent to execute an Agreement on the			
	contract with the Institute(Annexure-3). All			
	the pages may be signed as a token			
	acceptance of the draft agreement.			
h.	Consent for setting up of an office in the			
	Institute during the period of contract.			
	2. Financial Bid		1	
a.	The rate of Agency charges (Service			
	Charges) for the contract, including Taxes			
	shall be furnished in the enclosed format as			
	seen in Annexure - 2.			

Date:	Signature of bidder:	
	Name:	
Place:	Seal:	

Annexure - 2

EXPRESSION OF INTEREST CALLED FROM CENTRAL / STATE **GOVERNMENT / SEMI-GOVERNMENT AGENCIES FOR TAKING UP THE** WORK "REPAIRS, MAINTENANCE AND SPECIAL REPAIRS OF INSTITUTE **BUILDINGS AND QUARTERS AT NIFTEM, THANJAVUR"**

FINANCIAL BID

To	Date:					
	THE DIRECTOR, NIFTEM, THANJAVUR.					
Sub	e: Submission of Financial Bid - reg					
Dea	ar Sir,					
Doo	We have understood the instructions and the terms and conditions mentioned in the NIT Document and have thoroughly examined the NIT Document and are fully aware of the scope of work required. We hereby submitting our "Financial Bid" as below.					
S.No.	<u>Category</u>	Lumpsum Service Charge in Percentage (in Fig)	Lumpsum Service Charge Percentage in words			
1.	Financial Bid for Repairs and Maintenance of Institute Buildings and Quarters at NIFTEM, Thanjavur, for an agreement period of one year on Lump Sum Service Charge on Actual cost of the work. (The Agency/service charge shall be inclusive of all relevant expenses which the agency may incur while executing the assignment including overheads, architect fees, drawing/design fee, work charge establishment, Travel, Boarding & lodging as required)					
2.	Tax Liabilities GST (as applicable)					
Dat	N	gnature of bidder:				
Plac	ce:	eal:				

Annexure – 3 (Draft Agreement)

(To be printed in Non-Judicial Stamp paper of value Rs.100/-)

This agreement made this _____ day of 2023 (Christian era) between the NIFTEM, Thanjavur under the Ministry of Food Processing Industries, New Delhi (hereinafter called the 'Owner' and the terms 'Owner' shall mean and include herein its administrators, executors and assigns) on one part

AND ________(Hereinafter called the 'Executing agency)' a company registered under companies Act 1956 (and the terms the 'Executing agency shall mean and include its heirs, administrators, executors and assigns) represented by Shri ________ M/s. ______on the other part.

Whereas the Owner is desired to get Repairs, Special Repairs and Maintenance of the immovable property owned by owner i.e. National Institute of Food Technology, Entrepreneurship and Management, Thanjavur on the terms and condition set forth hereinafter and whereas the Executing agency has agreed to undertake and complete the works accordingly this agreement sets out the terms and conditions for execution of Repairs and Maintenance of properties as mentioned above and for making funds available for the same.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO UNDER:

1. DEFINITIONS

- a. 'Approval' means approval in writing by the designated Officer of the Owner.
- b: Annual/Periodic/Repairs and Maintenance: The works like White washing, colour washing, distempering, painting etc shall be executed on indent basis. In addition, works such as patch repair to plaster, minor repairs to various items of work, replacement of glass panels, termite control works, Minor concrete/brick/earth work excavation etc. which are not emergent works and are considered to be of routine type, can be collected and attended to for a group of building/quarter at a time and particular period of financial year, depending upon the exigency.

c. Special repairs:

As the building ages, there is deterioration to the various parts of the building and services and major repairs and replacement of elements become inevitable. It becomes necessary to prevent the structure from deterioration and undue wear and tear as well as to restore it back to its original conditions to the extent possible. The following types of works in general are undertaken under special repairs: -

- i. Provision of water proofing treatment to the roof.
- ii. Repair of internal roads and pavements.
- iii. Repairs/replacement of flooring, skirting, dado and plaster.
- iv. Replacement of doors, window frames, shutters and fittings. Carpentry works if any,
- v. Replacement of water supply and sanitary installation like water tanks, WC cistern, wash basins, kitchen sinks, pipes etc. Plumbing works if any,
- vi. Re-grassing of lawns/grass plots without/with replacement of earth.
- vii. Renovation of lawn as per site requirement.
- viii. providing/repairs of aluminium partition, WPC/UPVC/plywood works, false ceiling in all nature, wall panelling, glazing if any
- ix. Electrical Equipment/ Installations/electrical works if any
- x. Providing/Replacement of Galvalume Sheet for the shed, etc.,
- xi. Maintenance of playground and related works, etc
- xii. Providing nameboard/sign board and relevant works/repairs
- xiii. Any other special works/services on request basis, as and when it is required,
- d. **Contractor** means the Contractor/Contractors employed by the Executing Agency for the work or any connected work including the Executing Agency itself in case any work is done directly by the Executing Agency on material, Labour and transportation actual cost.

2. AGREEMENT

- 2.1. The owner agrees to entrust the **Annual/Periodic/Repairs and Maintenance** repairs, special repair work of its various movable or immovable properties, as may be indicated from time to time and executing agencies agree to execute the same. The M/s._____ shall be paid the "Actual Cost" plus "Agency/Lumpsum service charges _____ % (_____ percent)". The "Agency/Lumpsum Service charges" includes its overheads, architect fees, drawing/design fee if any and work charge establishment. The Executing Agency will set up a separate wing in their organisation having both civil as well as electrical units under one single authority to exclusively look after the Repairs and Maintenance work of NIFTEM, Thanjavur. The Officer-in-Charges of this wing will be responsible for ensuring effective and proper Repairs and Maintenance of both civil as well as Electrical Work.
- 2.2. The estimate will be submitted in respect of both civil and electrical works indicating the items required to be executed under the two heads. The executing agency shall prepare the estimates for repairs and maintenance requirements as per indent for each property (or group of properties) separately with in the rates approved by CPWD

and submit the same to the Director, NIFTEM, Thanjavur, indicating the work to be done in consultation with the custodian of the concerned properties for approval. The owner shall approve the estimate and accord Administrative Approval and Expenditure Sanction. Upon the approval, the Owner shall release 33.33% of the estimated amount required for repairs and maintenance to the executing agency on award of the work. Thereafter, the expenditure incurred will be reimbursed through bills/invoice along with copy of vouchers and Abstract of the quantities simultaneously with rendering of accounts on the progress of work up to 33.33% of the sanctioned estimate cost. The initial deposit of 33.33% shall be retained by the executing agency for adjustment against the last portion of the estimated expenditure. The bill/invoice duly indicating the actual cost of work and agency charges including taxes shall be submitted by the Executing agency to "The DIRECTOR, NIFTEM, THANJAVUR".

- 2.3. In case of major external services, separate estimates for external service shall be prepared and submitted giving full justification for the need for framing such estimates. Funds shall be released against such estimates only if the owner is satisfied with the justification given by executing agency.
- 2.4. The estimates for maintenance of electric installation like water-pumping system, air-conditioning, lift, firefighting, etc would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with the cost of the labour and items for which the fund is required.
- 3. The term Actual Cost shall include but be restricted to the following: -
- a) Cost of all materials brought at NIFTEM, Thanjavur site required for maintenance and other associated jobs related to maintenance of NIFTEM, Thanjavur buildings.
- b) Cost of Manpower engaged by M/s. ______on NMR (Nominal Muster Roll).
- c) Cost of all technical/contract amounts for the said work excluding the provisions covered in Agency/Service Charges of M/s ______
- 4. NIFTEM, Thanjavur will check the maintenance bills with reference to copy of the vouchers for the expenditure incurred by the executing agency.
- 5. All the available "As build" drawings-operation / maintenance & servicing manuals of various equipment/services and other related information for the building shall be given to executing agency, immediately after the award of contract of maintenance work to plan the maintenance works and procure the materials and also to organize the labour.
- 6. The work shall be executed as per Indian Standard Specifications, Code(s) of Practice of Bureau of Indian Standards (formerly ISI)/ General Specifications in force in the

CPWD, Delhi or any such other specifications as may be decided mutually by the M/s _____ and the NIFTEM, Thanjavur.

- 7. The executing agency shall be the principal employer for the labour engaged by them whether directly or through contractor and shall be responsible for ensuring compliance with all the labour laws in force from time to time. The agreement is being entered into for a complete annual project and will cast no responsibility on NIFTEM, Thanjavur under the contract labour (R&A) 1970 or any other labour laws, bye laws or rules issued by any authority from time to time ((Para 3(b))].
- 8. The Institute will not however, be liable to pay any compensation due to accident, injury to the contractor's work men or any account what-so-ever.
- 9. Contractor has to remove all the debris from the site of execution and dispose them at suitable places shown by the Engineer or his authorised representative at site.
- 10. The Institute will be at liberty to take samples during the course of execution of work and get the same tested at laboratory to ascertain the quality conforming to relevant specification. If the test results found to be failed, appropriate action will be taken by the appropriate authority and the action taken by the appropriate authority shall be final.
- 11. The contractor should take care for the Institute property. If any damages occur, then the cost of rectification will be deducted from the final bill.
- 12. TDS/Cess if any applicable and notified by Government of India from time to time will be deducted from the bills of the executing agency.
- 13. The Executing agency shall handover all the materials, tools, equipment's, available in stores etc. which are purchased by them for the work at NIFTEM, Thanjavur, within one month of termination/completion of the contract.
- 14. The Executing agency shall collect Performance Guarantee @ 5% value of the work awarded, from the contractor and to intimate the same to NIFTEM, Thanjavur. The Performance Guarantee thus collected shall be refunded to the contractor on completion of the Defect Liability period after getting satisfactory report from NIFTEM, Thanjavur. 15. This agreement shall remain in force for a period of one year. However, three months

before expiry of the period of agreement, M/s. ______ may request to NIFTEM, Thanjavur for renewal of the agreement for a further period as may be decided by Executing Agency and NIFTEM, Thanjavur, if it finds the work done by M/s. ______ is satisfactory, may renew the agreement on the same terms and conditions without any revision in the Lumpsum service charges for a further period, as may be mutually agreed to by both parties.

16. The contract, may, nowever be terminated by either party by giving three months
notice without assigning any reasons. However, the special works if commenced will be
completed and cancellation will not affect its progress. Executive agency will deposit
the balance amount lying un utilized to owner by the date of expiry of the notice period/
agreement period otherwise the executing agency will have to pay the interest @ 10%
from date of termination of contract.
17. a) M/swill be responsible for proper maintenance of the buildings
inside NIFTEM, Thanjavur.
b) M/s shall maintain proper records/registers regarding receipt of
complaints, date of attending the same and reasons for delay etc. The weekly progress
on action taken on complaints will be submitted by M/s to official
representative of NIFTEM, Thanjavur.
If the reasons submitted by M/s are not satisfactory, NIFTEM, Thanjavur
may get repairs done at the risk and cost of M/s after giving one week
notice to M/s Decision of NIFTEM, Thanjavur will be final and will be
acceptable to M/swithout any representation.
(c) M/s shall recommend for the preventive maintenance works to be
carried out in addition to routine maintenance works to ensure proper functioning of
services and to prevent breakdowns etc.
d) The work of essential repairs and maintenance and operation of essential services
shall under no circumstances be held up for temporary delay in release of funds.
18. FORCE MAJEURE CLAUSE:
The M/s will not be responsible for the delay /stoppage of work &
damages/losses due to force majeure conditions like natural calamities, civil disturbance
strike, war etc. and losses suffered, if any, by the NIFTEM, Thanjavur on this account.
M/s shall not be liable in any way to bear such losses and no
compensation of any kind whatsoever will be payable by the M/s to the
NIFTEM, Thanjavur.
19. Executing Agency shall be required to complete the special works within the period
as agreed at the time of award of work. The date of commencement of the work shall be
reckoned from the 15th day of award of work. In case of delay, which may occur due to
the reasons beyond the control of executing agency, executing agency would approach
the owner with full details for extension in time limit for completion of the works. In
case of delay beyond the agreed time period which is due to default on the part of
executing agency, the executing agency shall be liable to pay the Liquidity Damages i.e.

for repair works costing up to Rs. Ten lakh - one percent of the contract value per week and for all other works half percent of the contract value per week of delay subject to a maximum of ten percent of contract value, shall be levied.

20. Dispute Resolution:

"Any dispute, controversy, claim or question arising out of or in connection with this agreement shall be referred to the arbitration of a sole Arbitrator appointed by the owner. The arbitration shall be subject to the Arbitration and conciliation Act 1996 as may be amended from time to time. The seat of arbitration would be Thanjavur. The arbitration award shall be final and binding the parties".

IN WITNESS WHERE OF THIS AGREEMENT HAS BEEN EXECUTED BETWEEN THE PARTIES HERETO BY THEIR AUTHORISED OFFICERS Signature, Name and Address of witnesses.

1.

2.

For and on behalf of

NIFTEM, Thanjavur

Signed and Delivered

For and on behalf of

M/s._____