



राष्ट्रीय खाद्य प्रौद्योगिकी उद्यमशीलता एवं प्रबंधन संस्थान
National Institute of Food Technology Entrepreneurship and Management
(An Institute of National Importance under the Ministry of Food Processing Industries, Govt. of India)

Ref. No. N/GeA/EC/2024/54/35

Dated: 20.12.2024

EXPRESSION OF INTEREST (EOI)

FOR

“APPOINTMENT OF THE PMA (PROJECT MANAGEMENT CONSULTANCY) AGENCY FROM THE CENTRAL AGENCIES AND PUBLIC SECTOR UNDERTAKINGS (PSU) FOR OPERATION & MAINTENANCE WORK, SPECIAL REPAIR WORKS OF EXISTING INSTITUTIONAL BUILDINGS, HOSTELS & STAFF QUARTERS ETC AND NEW WORKS OF BUILDINGS AND SERVICES IN THE NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM), KUNDLI, SONIPET, HARYANA”

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EXPRESSION OF INTEREST (EOI)

National Institute of Food technology entrepreneurship and management (NIFTEM) was conceptualized by the Government of India on persistent demand of the food industry to have an apex organization as a '**One-Stop Solution Provider**' for various problems of the food sector. The Institute is an autonomous body under the Ministry of Food Processing Industries, Government of India and recently it has been declared as **National Institute of Importance (INI)** by the Govt. of India. The Institute is spreading over of 100 acres at a prime location in close proximity of North Delhi, Kundli at Delhi-Haryana border. The Institute aims to become an International Centre of Excellence which integrates technological, managerial and behavioral aspects of the Indian Food Processing Industry with a clear objective of catapulting the sector to the Numero Uno position in the world. NIFTEM strives to cater to the needs of various stakeholders such as entrepreneurs, industries, exporters, policy makers, government and other existing institutions. Primarily, it aims to produce world-class business leaders, develop competitive processes and technologies recognized globally, and initiate best practices in the area of food technology, entrepreneurship and management. The Institute has also been declared as National Institute of Importance by the Govt. of India.

The Registrar, NIFTEM-K, Sonipat Haryana invites open online bids from Public Sector Undertakings (PSUs) set up by Central/State Government or any other Central/State Government Organization/PSUs notified by MoUD Bodies for taking up the Operation and Maintenance works, Special Repair Works of Existing Institutional Buildings, Hostels, & Staff Quarters Buildings and its services etc. and New works of futuristic Buildings and services in NIFTEM-K on Agency Charges in %age of Actual cost basis.

For and on behalf of NIFTEM-Kundli online EOI (Two bid system) are invited on CPPP e-Procurement website <https://eprocure.gov.in/eprocure/app> from eligible from Attorneys/Firms/Institutions at NIFTEM Campus, Kundli, Distt.- Sonapat, Haryana.

Important Date & Time

Ref. No.	N/GeA/EC/2024/54
Name of work	Operation and Maintenance works, Special Repair Works of Existing Institutional Buildings, Hostels, & Staff Quarters Buildings and its services etc. and New works of futuristic Buildings and services in NIFTEM-K on Agency Charges in %age of Actual cost basis.
Client/ Owner	National Institute of Food Technology Entrepreneurship And Management, Kundli, Sonipet, Haryana
Period of MoU	Five Years
Annual budget Amount for Works	Above Rs. 60 Lakh
Date of Publishing for Online bid	20.12.2024 @ 6.00 PM



Date of Bid Document Download Starts from	20.12.2024 @ 6.00 PM
Date of Pre-Bid Meeting and Time	27.12.2024 @ 3.00 PM
Date of Bid Submission Starts from	01.01.2025 @ 2.00 PM
Date of Bid Submission Ends on	10.01.2025 @ 4.00 PM
Bid opening Date and Time	11.01.2025 @ 5.00 PM
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders.
Contract Period	60 Months, which is extendable upto two years on mutual agreed terms
Validity of Offer	120 days after the last date fixed for submission of bid including the extension (s) given, if any

The Pre-bid meeting will be held at Purchase Division, NIFTEM Campus to clarify doubts (if any) as per above schedule. Corrigendum/ addendum, if any, to these would only appear on <https://eprocure.gov.in/eprocure/app> as well as www.niftem.ac.in website.

1. The intending bidder(s) must read the terms and condition carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of MoU.
3. The bid document consisting of instructions to bidders, scope of work and other conditions to be compelled is available at the website <https://eprocure.gov.in/eprocure/app>.
4. Construction Agency must ensure to quote rate in percentage agency charges only in appropriate column upto 2 (two) decimals and these decimals should be greater than Zero.
5. Notwithstanding anything stated above, NIFTEM-K reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of NIFTEM-K.
6. The bidder(s)/ are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
7. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Registrar. NIFTEM-K or may visit the said office during the office hours on working days.
8. Pre-bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders for submission of bid for the work to be undertaken.
9. NIFTEM-K reserves the right to reject any or all EOIs or cancel/ withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder/ intending Construction Agency shall have any claim arising out of such action.

10. **Set of Bid Documents:**

The following documents will constitute set of EOI documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Important Instructions to the Bidders regarding online payment
SECTION-3	Eligibility criteria
SECTION-4	Technical Bid Performa
SECTION-5	Financial Bid Performa
SECTION-6	Draft MOU

11. **Bidding Process**

Bidding Process consists of two stages i.e. Stage-I and Stage-II.

In Stage-I, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in Section-3 along with their bid. Technical Bid is opened first and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria. Only uploaded documents along with Bid is considered for evaluation of Technical Bids.

In Stage-II, financial bids of qualified bidders, who met the qualifying criteria as mentioned in section-3, are opened on the prescribed date and time in the presence of representatives of bidders.

L-1 Construction Agency Whose agency charges are found lowest shall be considered for award of work after due process and approval of the Competent Authority.

12. **Mode of Submission**

Construction Agency must submit their online bid of scanned copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial Bid.

- Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Section-09 and undertaking as per format given in Annexure-II.
- Certificates of Works experience and other documents for annual turnover and other documents of PSU/Govt. Agency for undertaking works required to establish fulfilment of qualifying criteria.
- Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section-5) quoted with agency charges shall be uploaded.
- Authority letter issued by the Competent Authority i.e. CMD/MD/Chairman for signing the bid document.
- No Proposals/Documents will be received / uploaded after the prescribed date & time.**
- Financial Bid of qualified bidders shall then be opened on prescribed date in presence of bidders or their authorized representatives.

- The bid for the works shall remain open for acceptance for a period of 90 days from the last submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the NIFTEM-K, NIFTEM-K shall, without prejudice to any other right or remedy, be at liberty to debar them from the participation. Further, they shall also not be allowed to participate in the re-bidding, if any.



14. The acceptance of any or all bid(s) will rest with the NIFTEM-K, who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
15. Date of start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
16. The award of Work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award/ Work Order, Bid, /Contract Agreement/MOU and Bid Document. The bidders shall be deemed to have gone through the various condition while making/ preparing their proposal & submitting the Bid.
17. In case, any misrepresentation/ falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. NIFTEM-K shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instruction given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with their requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link **"Online bidder Enrolment"** on the CPP Portal which is free of charge.
2. As part of enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudraets.) with their profile.
5. Only One Valid DSC should be registered by a bidder, please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.

SEARCHING FOR DOCUMENTS

1. There are various search options built in CPP Portal, to facilitate bidders to search active EOIs by several parameters. These parameters could include EOI ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for EOIs, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other Keywords etc. to search for EOI published on the CPP Portal.
2. Once the bidders have selected the EOIs they are interested in, they may download the required documents/EOI schedules. These EOIs can be moved to the respective "My EOIs" folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the EOI document.
3. The bidder should make a note of the unique EOI ID assigned to each EOI, in case they want to obtain any clarification/ help form the Helpdesk.

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the EOI documents before submitting their bids.

2. Bidder to go through the EOI advertisement and the documents carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI documents / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100dpi with black and write option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can uploaded the bid in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required documents one by one as indicated in the EOI document.
3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields in done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
5. The uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & time of submission of the bid with all other relevant details.
7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the EOI document and the terms and condition contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



AWARD OF CONTRACT

1. The work shall be generally awarded to the L-1 Construction Agency whose agency charges are found lowest as per due process subject to terms and conditions. In case the Lowest quoted agency charges by Construction Agency of two or more participating firms is the same, in spite of conditions mentioned in NIT/EOI, the decision of the Registrar, NIFTEM-K will be final on the process/mode of selection. The successful bidder shall have to execute the MoU as per Standard Draft MoU attached with the bid document as **Section-6** for taking up construction for this project with NIFTEM-K. Construction Agency has to follow CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.
2. The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT/CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the NIFTEM-K. This approved schedule/network shall be pre-requisite for signing of the MoU.

ELEGIBILITY CRITERIA & LIST OF DOCUMENTS TO BE UPLOADED

1. Eligibility Criteria for Bidders

- I. Bidder must be a Central / State Government Organization / Public Sector Undertaking (PSU) notified by MoUD for such purpose, set up by Central / State Government to carry out Civil or Electrical work.
- II. The Bidding Govt Agency have to submit MoUD's Registration Certificate to carry out Civil and Electrical works. The Govt. Construction Agencies, Central / State PSU's, qualifying under Rule 133 (3) of GFR, 2017 to take up Civil & Electrical Works are only eligible to participate in the financial bidding process.
- III. Govt. Agency must be having work experience of similar nature of Civil & Electrical Work i.e. Operation & Maintenance, Special repair and New Building works and its services.

- 2. Works Experience :** Experience of executing Civil and Electrical works similar works (completed/ongoing) as Mentioned above at I (iii) during the last 5 years ending last day of the month previous to the one in which applications are invited:

Three similar works each costing not less than the amount equal to 160 Lakhs

OR

Two similar works each costing not less than the amount equal to 240 Lakhs of the estimated / budgeted cost,

OR

One similar work costing not less than the amount equal to 320 Lakhs of the estimated / budgeted cost.

- For similar completed works the final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria
- For similar ongoing works, the original cost as given in the sanction order of the work shall be considered with a certificate issued by the Competent Authority of the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.

The value of completed works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement rate of 7 % per annum calculated from date of completion to last date of receipt of application for bid document.

- 3. Annual Turnover:** The Agency must have sound financial condition. Average annual financial turnover of PMC Agency should not be less than 120 Lakhs during the immediate last 3 consecutive financial year. Moreover there shouldn't be loss to the company in last three years. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account

- 4. Disqualification:** Even though any bidder may satisfy the above requirement, he would liable to disqualification if he has:

- I. Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria documents
- II. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

5. **List of Documents to be uploaded**

The list of documents for qualification to be scanned and uploaded within the period of bid submission:

1. MoUD Notification/Registration/Memorandum/letter or any other documents of Central/State Government declaring Govt Agency as Central Government Organization/ Public Sector undertaking to carry out Civil and Electrical works etc.
2. Certificate of Registration for Goods and Service Tax (GST).
3. PAN Card.
4. CA Certificate for Net Worth of the Govt. Agency as on 31st March of Financial Year 2020-21, 2021-22 & 2022-23
5. Balance Sheet and Profit and Loss Statement/ Financial Statement of Account for Financial Year 2020-21, 2021-22 & 2022-23 alongwith CA Certificate with seal and registration indicating financial turnover of bidder during aboveperiod.
6. Technical Bid Proforma as per Section-04
7. Govt. Agency charges/Service Charge as per format Section-05

Note: All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The EOI/EOI document should also be uploaded with the Bid with countersigned on each and every page by responsible / Authorized persons of Govt. Agency.

6. **Documents to be furnished for Evaluation of Bids:**

- I. Attested copies of G.O./ Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
- II. Copies of certificates in respect of execution/completion of similar works to establish eligibility as mentioned Para- I(iii) of Section-3.
- III. Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years to establish eligibility as mentioned Para-III(5) of this section. NIFTEM-K reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.

TECHNICAL BID PERFORMA

S. No.	Description	Information to be submitted by Bidder		
		2020-2021	2021-2022	2022-2023
1	Name, Email ID & address of the Bidder/Agency/ PSU			
2	Telephone no./Telex no./Fax no./Email ID			
3	Name & Contact Details of the authorized personnel			
4	GST No.			
5	PAN No.			
6	Turnover in Lakh			
7	Experience Detail, If required enclosed separate sheet for each project.			
7a	Project Title & Location:			
7b	Name of the client and Address:			
7c	Describe area of participation (Specific work done/services rendered by the applicant)			
7d	Period of work done/Services rendered for the project			
7e	Total cost of similar nature of work as per completion Certificate			
7f	Completion certificate issued by			
8	Ministry of Urban Development Notification/ Registration/ Memorandum/ letter or any other documents of Central/ State Government declaring Govt Agency as Central Government Organization/ Public Sector undertaking to carry out Civil and Electrical works etc.	Yes/No		
10	Balance Sheet and Profit and Loss Account for Financial Year 2020-2021, 2021-2022& 2022-2023 along with CA Certificate as per list of documents.	Yes/No		

Signature of the Authorized Signatory

Seal of the Bidder

FINANCIAL BID PROPOSAL

NAME OF WORK: Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. in NIFTEM-K.

NAME OF CONSTRUCTION AGENCY: _____

S.N.	Description	Agency Charges (In figure and words) to be paid on the actual cost of completion the work
1	Agency charges for Special Repair and Operation & Maintenance Works of Institutional Buildings, Hostels, & Staff Quarters Buildings in NIFTEM-Kundli.	_____ %
2	Agency charges for Construction of New buildings work i/c their services etc. in NIFTEM-K.	_____ %

Note: The GST & other Charges/Cess, if any, shall be payable extra on actual basis over and above the cost.

Seal of the Organization

Signature of the Authorized Signatory

- The quoted percentage rate will be applicable on tendered amount.
- To be quoted in centage charges of estimate cost with two decimal places greater than zero both in figures and words distinctly.
- Agency Charges means charges on the value of work executed or estimated cost whichever is lower including establishment/ execution charges & taxes if any as per Contract Agreement/ MoU. If the scope of work is increase by the NIFTEM-K in any of the repair work, additional agency charges shall be payable to second party on the cost of additional work.
- NIFTEM-K shall be fully within its power to test the reasonability of quoted agency charges against the benchmarks.
- Authority letter from the Competent Authority i.e CMD / MD / Chairman for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office.



DRAFT

MEMORANDUM OF UNDERSTANDING (MoU)

Between

National Institute of Food Technology Entrepreneurship and Management, Kundli

for Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc.

and

PUBLIC SECTOR UNDERTAKING / CENTRAL/STATE GOVT. ORGANIZATIONS

for

(SR) Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services etc

This Memorandum of Understanding (hereinafter called "MoU") signed between National Institute of Food Technology Entrepreneurship And Management, Kundli, Sonipet, Haryana (hereinafter called "NIFTEM-K") represented by its Additional Commissioner & Registrar, Mumbai on **one part**

And

Central / State Government Organizations / Public Sector Undertakings (PSU) (hereinafter called "GOVT AGENCY") represented by its General Manager/ Project Manager / or authorized representative of PSUs on **other part**.

'NIFTEM-K, RO Mumbai' and 'GOVT AGENCY' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'GOVT AGENCY' have agreed to undertake the work of Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. as mentioned in EOI for 'NIFTEM-K' as an agency charges over the repair cost basis or estimated cost ,whichever is lower.If the scope of work is increase by the NIFTEM-K in any of the repair work,additional agency charges shall be payable to second party on the cost of additional work.

The Work shall be executed on the following terms and conditions:

1. The Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. Work shall be executed by Govt. Construction Agencies on Deposit Work basis in accordance with GFR norms, CVC guidelines, CPWD specifications, BIS standards and sound engineering practices and also by observing due diligence in all respects.
2. The Govt. Agency shall be solely responsible for execution of the work qualitatively and quantitatively as per aforesaid specifications and as per detailed drawings/detailed estimate for Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc.
3. The Govt. Agency will be allowed **percentage Agency Charges @ _____ based on lowest quoted in Financial Bid.**

Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., including all taxes, duties and levies, insurance of workers, etc.

4. The Govt. Agency shall also submit the final expenditure statement **as per actual executed work** in triplicate duly signed by the Project Manager and Account Officer to NIFTEM-K within one month of the date of completion along with refund of the unspent amount available with the Govt. Agency for the work failing which the Govt. Agency will attract the same compensation as described above provided the total compensation under all the clauses will not exceed 10% of the sanctioned cost. The NIFTEM-K or any representative authorized by the NIFTEM-K may visit the work sites at any time to satisfy themselves that the works are being executed by the Govt. Agency both qualitatively as per approved estimates. However, the responsibility of execution of works as per specifications and to maintain the prescribed quality shall rest with the Govt. Agency. Govt. Agency shall submit the progress reports of the work undertaken and completed and the work remaining pending on a monthly basis to the NIFTEM-K.
5. Govt Agency will apprise NIFTEM-K about the status of various Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, preferably monthly shall be held between Govt. Agency and NIFTEM-K for reviewing the progress of ongoing Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. based on mutually agreed timelines, milestones etc. and also for resolving co-ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for their early completion and handing over to NIFTEM-K for putting them to use for intended purpose, if any.
6. The funds released for this work shall not be utilized by the Govt. Agency for any other Institute then NIFTEM-K.
7. For any urgent/emergent work beyond regular Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc., Govt. Agency has to attend on priority with the approval of Competent Authority of Govt. Agency under intimation to NIFTEM-K and expenditure to be submit separately to adjust in subsequent release of fund.
8. The responsibility for making payment of all Taxes like GST, Cess, Levies, Work Contract Tax, Turnover Tax and Service Tax etc. shall rest with the Govt. Agency. The NIFTEM-K shall, however reimburse to the Govt. Agency the amount of GST only on furnishing of Original paid Voucher/ Challans of such payments to concerned Govt. Authorities. If subsequently any refund is received by the Govt. Agency, the same shall be passed on to the NIFTEM-K. However, no agency charges shall be payable by NIFTEM-K to Govt. Agency on this account.
9. In case any non-conformity with the prescribed specifications or any defect is detected within **12- Months** of completion, the Construction Govt Agency will be held responsible and will be liable to make good the deficiencies failing which the NIFTEM-K shall get the rectification done at the risk and cost of the Construction Govt Agency.
10. Salvage value of the dismantled material, if any, shall be deposited in the NIFTEM-K account following due process as per CPWD norms/guidelines.

Now, therefore it is agreed between the Parties that:

A. GENERAL:

1. The NIFTEM-K will assign the following types of works to GOVT AGENCY:
 - a) Operation & Maintenance ,
 - b) Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and
 - c) New buildings work I/c their services etc.
2. During the assigning of works to Govt Agency, a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, Equipment's & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.
3. Action plan for each Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and new buildings work I/c their services etc. to be decided in consultation with User Department and NIFTEM-K Engineers.
4. After ascertaining the entire gamut of the Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. needs, GOVT AGENCY shall prepare detailed estimates with Mile Stone Chart separately for respective Buildings based on CPWD norms / yardsticks and good Engineering practices and submit to Competent Authority of NIFTEM-K along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by NIFTEM-K.
5. Administrative Approval and Expenditure Sanction (A/A & E/S) by NIFTEM-K, 1st installment will be released as per Mile Stone Chart.
6. Govt. Agency have to furnish the documents related to award/assigned work to their Contractor for the respective Hospital sites viz. award letter, Singed copy of Contract Agreement, BOQ, etc.
7. 2nd and further installments will be released after verification by NIFTEM-K Engineer for the work done/ carried out by the Govt. Agency as per Mile Stone Chart. If there is any delay in work, the penalty to be imposed as per provision in the MOU/ Contract Agreement.
8. As far as possible only items based on prevailing DSR should be taken in the detailed estimates and items based on market rates should be avoided unless it becomes indispensable to include them. In case of "Market Rate "It shall be decided at the level of the officer according sanction for technical appropriateness of items framed, rates approved based on GFR/CPWD provisions.
9. **The estimates and drawings for Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their**

services etc. works shall be framed on the basis of prevalent norms and yardsticks and good engineering practices by Govt department/PSU and submitted to the Registrar, NIFTEM-K along with all relevant details and documents for accord of approval.

10. At the commencement of each Financial Year, concerned representatives of both parties (Govt. Agency and User Department) shall inspect the Buildings, Services, Equipments & Plants including ancillary structures along with user of the property for identifying the Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. and also for fixing priority to some particular / specific portion of works which need to be attended compulsorily during the ensuing financial year so that the functionality of the building / facilities is not compromised / jeopardized.
11. The Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. sites must be supervised/controlled by the Officer of the Govt. Agency not below the rank of Project Manager/ Executive Engineer.
12. The fund for carrying out various types of Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by NIFTEM-K in the following manner:

Types of Works	Quantum / Mode of release of Fund
<p>Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc.</p>	<p>➤ 5 % of sanctioned estimate amount as Recoupable Advance within 30 days of A/A & E/S and after the submission of request/demand by Govt. Agency, which will be adjusted in the Last bill submitted by the Central / State Government Organizations / Public Sector Undertakings (PSU) .</p> <p>➤ Further 95 % payment will be released based on monthly expenditure statement & certificate regarding extent of work completed during each month by Central / State Government Organizations / Public Sector Undertakings (PSU). Rest of the 5 % amount will be released after Defect liability Period with submission of Completion Certificate and/or Clearances from statutory Bodies, if required from second party and a satisfactory (completion) report by Engineering Deptt., NIFTEM-K for the specific repair work assigned to the Govt. Agency i.e. second party.</p>

Note: The fund subsequent to recoupable advance shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by NIFTEM-K based on proper expenditure statement & certificate regarding utilization of earlier released fund duly signed by Divisional Accountant / Account Officer & Executive Engineer/ Project Manager of Central / State Government Organizations / Public Sector Undertakings (PSU) and a certificate from Engineering Deptt. of NIFTEM-K that works are progressing & completed in satisfactory manner. The Fund request should be submitted by Executive Engineer/ Project Manager of Central / State Government Organizations / Public Sector Undertakings



(PSU) authorized by CMD / MD.

1. The payment shall be released by NIFTEM-K to Govt. Agency within 01 month after the submission of request/demand by Govt. Agency.
2. At the conclusion of the Contract, Govt Agency shall submit a consolidated Audited expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for each of the building / premises duly signed by the Accounts Officer & Divisional Officer / Executive Engineer of concerned Govt. Agency Division to the NIFTEM-K along with a user satisfactory certificate for completion of the works as per action plan and refund any unspent amount to NIFTEM-K for final settlement of accounts.
3. Govt. Agency with adequate manpower under unified command of senior level officer to execute the Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by Govt. Agency to coordinate with NIFTEM-K and other local authorities for managing the works efficiently and effectively.
4. Govt. Agency shall have to engage only licensed/certified electricians and Operators (Generator, Pump, Lift, Fire Men Boiler) are deployed. Preferably all the other skilled workers deployed should also be licensed and certified. Other certificates of technical qualifications should be verified before deployment of all the skilled/semi-skilled workers/engineers/technical persons by the Govt. Agency.
5. All the deployed manpower engaged by the agencies for smooth functioning must mark their attendance in "Aadhar Enabled Biometric Attendance System" (AEBAS) as and when permitted from Govt. authorities. The hired private contractor should ensure that all the contractual employees engaged by them mark their attendance in AEBAS mandatorily and the attendance sheet should be attached along with their monthly salary bills. The Caretaker Managers of the Institute should verify the monthly attendance sheet. Payment of monthly salary bills should be released only after compliance of the same.
6. The Govt. Agency shall compensate NIFTEM-K for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
7. Govt. Agency shall be registering themselves as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of noncompliance of Labour laws and other statutory compliance related to work shall be borne by Govt. Agency.
8. The works which are of essential nature shall under no circumstances to be held up for any delay in releasing of fund by NIFTEM-K.
9. Govt. Agency will apprise NIFTEM-K about the status of various Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, shall be held between Govt. Agency and NIFTEM-K preferably for reviewing the progress of ongoing Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. based on mutually agreed Milestones/timelines and also for resolving co- ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for smooth functioning of NIFTEM-K Establishment for intended purpose.
10. Govt. Agency shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, local Bodies, Municipal Corporation etc. pertaining to the work under

intimation to NIFTEM-K. Providing all work-related information promptly to NIFTEM-K for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

B. MUTUAL OBLIGATIONS:

Govt. Agency shall be responsible for: Carrying out comprehensive Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. with due diligence and within agreed timelines and cost.

1. Submitting Estimates and drawings for various types of Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. on time to NIFTEM-K for accord of A/A & E/S so that works are taken up on the ground as per schedule.
2. Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
3. Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by NIFTEM-K.
4. Permitting NIFTEM-K to inspect or monitor the progress, either itself or through Third Party, as and when it desires for assessing actual progress, quality of works and any other aspects related to the works.
5. Certifying and making payment of Bills of the Contractors / Agencies engaged by them and making available Final Statement of Accounts in Standard Format to NIFTEM-K, Copies of Final Bills and other expenditure incurred, after the completion of the work. In addition, whenever NIFTEM-K asks for any other details from Govt. Agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by Govt. Agency readily to NIFTEM-K.
6. Ensuring that its Contractors implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF & Bonus etc. Govt. Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
7. Obtaining necessary Statutory Approvals / Permission / Clearances / Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable.
8. Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of NIFTEM-K Authorities in terms and conditions of MOUs including taking all require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
9. Providing Progress Reports to NIFTEM-K especially, for Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. for reviewing of the progress periodically vis – a – vis approved time schedule and taking all necessary remedial actions, after taking into account of observations made by NIFTEM-K in respect of quality and progress of the work during periodic progress review meeting.
10. Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved

Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to NIFTEM-K within one month of settlement of final bills of the contractors / other agencies deployed by Govt. Agency.

11. Intimating NIFTEM-K about any excess expenditure likely to be incurred over and above the approved estimate and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from NIFTEM-K before committing / incurring the extra / additional expenditure.
12. Monitoring of Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. from start to completion effectively & efficiently.
13. Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free environment.
14. Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in Govt. Agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decree was not considered necessary, briefing out inter- alia, details of the award and clear-cut recommendations. The decision of the competent authority in Govt. Agency to accept the award or challenge the same in a Court of Law will be binding on the NIFTEM-K.
15. If there is delay of more than one week of the original time limit, in the completion of the work, the Govt. Agency shall be liable to pay an amount of 0.5% of the total cost of the work for every week of delay or part thereof as liquidated damages to the First Party subject to a maximum of 10% of the sanction cost of the project.

The liquidated damages recovered from the contractors for delay, if any, shall be credited to NIFTEM-K in the project accounts.

As further agreed by Govt. Agency, more stringent Terms & Conditions over and above usual stipulated provisions in CPWD standard contract document, shall be inserted as additional / special conditions in the contract document with contractors so as to complete the NIFTEM-K Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. without time & cost overruns.

If at any time, it appears to NIFTEM-K that the actual progress of the work does not conform to the approved programme/ Mile Stone Chart referred above and intimated to Govt. Agency by NIFTEM-K, detailed reasons and justifications for such delays shall have to be provided by Govt. Agency, which shall be examined by NIFTEM-K for re-scheduling the Timeline, if any.

16. Time period of contract:

The time period of respective Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. shall be mentioned in the letter of commencement and shall start from the date as mentioned there in Agreement and shall stand terminated after the expiry of said period unless it is mutually extended.

17. Extension of Time of MoU and Expansion of Scope of work

- a) The Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. contract may be extended on the written mutual consent of both NIFTEM-K and Govt. Agency for a further period of one year or part thereof on the same terms and conditions of this contract. However, NIFTEM-K reserves it's right to terminate the Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. contract by giving 02 months' notice at any time during the currency of the contract if the services of the Govt. Agency are not found satisfactory in the extended period as per the opinion of NIFTEM-K or it's representative. In case of emergent situation prevalent in the country, this contract can be extended up to period of three months unilaterally.
- b) The scope of work under this contract can be increased/decreased accordingly on same terms and condition (at the time of extension, if any) with rates will be applicable in contract.

No escalation charges will be paid to the Construction Govt. Agency/Contractor for any Extension of Time

18. NIFTEM-K shall be responsible for:

- i. Approving Scope, Estimates, Timelines and other proposals submitted by Govt. Agency.
- ii. Intimating Area Details, Special Requirements/ Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by Govt. Agency.
- iii. Providing required assistance to Govt. Agency for carrying out the comprehensive Repairs Works.
- iv. Releasing Fund to Govt. Agency based on their request and in terms of the MoU.
- v. Providing required assistance to Govt. Agency for obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority etc. as applicable.
- vi. Space to be provided to agency by NIFTEM-K free of cost for setting up of Office as per approval of competent authority of NIFTEM-K till maturity / completion of work.
- vii. Providing security clearance for Govt. Agency staff / contractors and their workers for working at site in case these are required.
- viii. Permitting free access to Govt. Agency appointed Contractors' Materials and Workmen to the site of work and also helping Govt. Agency in taking connections for electricity and water required for carrying out works inside the premises/complex. Electricity and Water Charges will be borne by Govt. Agency.

19. Redressal of Disputes

As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought up before Superintending Engineer, NIFTEM-K and concerned CMD/MD/GM of Govt. Agency for their resolution. In case, however, disputes / differences between the parties do not get resolved, the matter shall be referred to a Committee comprising of a Nominee of CE, NIFTEM-K, and a Nominee of CMD/MD of Govt. Agency who shall be above the level of CE in the respective organizations. The above said Committee shall submit a comprehensive report and recommendation to DG, NIFTEM-K for facilitating final decision in the matter.

20. Amendment

1. No amendment in Terms & Conditions of this MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of AC/RD, NIFTEM-K and CMD/MD of Govt. Agency. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.
2. Provisions made in respect of deposit works in CPWD Works Manual shall stand modified to the extent of the stipulations made in this MoU for execution of Repairs works of NIFTEM-K infrastructure by Govt. Agency across the country.

21. Termination

- (i) This MoU can be terminated by either of the parties by giving 02 months prior notice along with reasons for breach of obligation and any other grounds for consideration of other party.

(ii) Payment on Termination

In the event of termination of the contract, NIFTEM-K shall be at liberty to get balance work done at the risk and cost of the Govt. Agency and due payment of the contractor, if any, shall be released after the completion of whole of the works after due adjustment.

22. Trans Border Clause

If Govt Agency of subject SR Work or at any NIFTEM-K establishments fails to execute the works of Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. due to whatever reasons, AC & RD, NIFTEM-K, Mumbai reserves the right to depute any Govt. Agency or any other agency after mutual consent of same for three months or till finalization of fresh EOI. The EOI will be provided on same rates, terms & condition of their respective zones after judging their financial and technical strength.

23. The first party shall release recoupable advancet @ 5 % of the estimated amount required for Annual Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. to the second party after sanctioning of the estimate. The remaining Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In-Charge of the Govt. Agency, created by the second party for this work, accompanied by a certificate from the Occupier/Custodian of the property certifying satisfactory completion of the works done by the second party.
24. Though the norms of expenditure on Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. of the projects are based on the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the

- expenditure on such external services, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if necessary approvals are taken by the second party from first party.
25. The second party shall assist the first party in taking over the possession of the properties inter- alia from the previous agency and advise the first party on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.
 26. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil/Local Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Operation & Maintenance, Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. and separate Bill shall be submitted for the same.
 27. At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties(or group of properties as the case may be) separately duly signed by two officers viz. the Accounts Officer/ Competent Authority of Accounts Department and the Officer in -Charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for the period of one year at the same rates and conditions under the ceiling amount prescribed.
 28. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Registrar, NIFTEM-K.
 29. The work of essential Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. shall under no circumstances be held up for temporary delay in release of funds.
 30. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non-observance of the same shall be met by the second party at its risk and cost.
 31. The wages of the deployed labour and manpower engaged for SR Works shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent/mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliance etc. along with the supporting documents shall be submitted to the Registrar without fail by the SR agency.
 32. GST/Labour Cess etc. if it becomes applicable on agency charges/Departmental Charges subsequent to date of signing of agreement in case of the categorization / change in rates of Operation & Maintenance ,Special Repair Works of Institutional Buildings, Hostels, & Staff Quarters Buildings and its services and New buildings work I/c their services etc. as a "Service" by Central / State Govt. shall be first paid by the



construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.

33. The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.
34. In case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.

For and on behalf of Govt. Agency

Signature

Name

Designation

For and on behalf of NIFTEM-K

Signature

Name

Designation

Witness1

Signature

Name

Designation

Witness2

Signature

Name

Designation