

Date: 12.06.2023

INDEX

Sl. No.	Description	SECTION
1.	NOTICE INVITING BID	Section - 1
2.	INSTRUCTIONS TO AGENCY	Section - 2
3.	QUALIFYING CRITERIA	Section - 3
4.	FINANCIAL PROPOSAL	Section - 4

30/2/2023
Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076

(P)

[SECTION – 1]
NOTICE
INVITING
BID

21

NOTICE INVITING EXPRESSION OF INTEREST

Introduction: Emerging global demand towards Ayurveda has given a lot of thrust to have a center of excellence of Ayurveda that cater not only to R&D and standardization needs of Ayurveda products.

ALL INDIA INSTITUTE OF AYURVEDA (AIIA) will be instrumental in attracting foreign patients for Ayurvedic treatment of such chronic health problems, which do not find solutions in other medical systems. The Institute is expected to be as an international hub at Delhi & to help boosting medical tourism in India and showcasing strengths of Ayurveda. The All-India Institute of Ayurveda has been conceived as an Apex Institute for Ayurveda. It aims at bringing a synergy between Traditional Wisdom of Ayurveda and Modern tools and technology.

ALL INDIA INSTITUTE OF AYURVEDA (AIIA), an autonomous organization under the Ministry of AYUSH invites online bid as per the **Quality cum cost-based System** on behalf of the Director, AIIA offer from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for entering into Memorandum of Understanding (MoU) for taking up the (a) Operation and Maintenance of electrical and mechanical services (MEP) including Maintenance/ Special Repairs of Civil and Electrical works and, (b) interior/ renovation works **on deposit mode of work execution basis as per GFR Rule 133(3)** in the AIIA Delhi for **2 (two) years**. The MoU has an option to extend for further period of one- year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	
Name of work	Engagement of Project Management Consultant for Operation & Maintenance works along with Renovation /Interior Works at AIIA, New Delhi
Details of Scope of Work	<p>Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works, (Housekeeping/ Upkeeping as per requirement of AIIA). , Procurement of IT Instruments ,Procurement of Medical & Research equipment's</p> <p>Interior/ Restoration, Renovation works especially beautification of existing structure.</p> <p>(Details of sites given in annexure-III).</p>

3

30/06/23
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Client / Owner	DIRECTOR, ALL INDIA INSTITUTE OF AYURVEDA, NEW DELHI
Details of Building Infrastructure to be maintained	(As per details attached as Annexure - III)
Estimated Cost	Operation & Maintenance works at AIIA, Delhi: Rs.12 Cr. for two years including GST, i.e., 6 Cr. each year Interior/ Renovation Works AIIA, Delhi: Rs. 20.00 Cr. for two years including GST i.e., 10 Cr. each year
Earnest Money deposit	Rs. 0.50 Cr. or Rs. 50,00,000 to be deposited in the form of Demand Draft / Fixed Deposit (FD)/Pay Order / Bankers Cheque in favour of "All India Institute of Ayurveda" payable at Delhi / New Delhi or Bank Guarantee from any Nationalized or approved Scheduled Banks in favour of All India Institute of Ayurveda with its Head Quarter at Mathura Rd, Gautam Puri, Sarita Vihar, New Delhi, Delhi 110076 as per Performa (Annexure-VI) given in the NIT.
Date of Tender Document available on CPP portal	12.06.2023 Time: 18:00 Hrs.
Date of Pre-Bid Meeting & Place	19.06.2023 Time 11:00 Hrs All India Institute of Ayurveda, Gautampuri, SaritaVihar, Mathura Road, New Delhi-76
Starting date of tender for submission of Technical Bid and Price Bid	13.06.2023 Time: 10:00 Hrs.
Closing date of tender for submission of Technical bid and Price Bid & Place	26.06.2023 Time: 14:00 Hrs. All India Institute of Ayurveda, Gautampuri, SaritaVihar, Mathura Road, New Delhi-76
Date and time of opening of Technical bid	26.06.2023 Time : 15:00 Hrs.
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders
Contract Period	2 years and after successful completion it may be extended for further 1 years depending on the performance of the PSU and subject to availability of fund.
Validity of Offer	90 days from the date of opening of price bid including the extension (s) given, if any

(4)

30/2/2020
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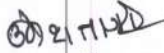
Note: Wherever the word "AIIA" is mentioned it refers All India Institute of Ayurveda, Delhi

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required. However, the tender shall be published on official website of AIIA & CPP Portal .
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid documents consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website link given below. <https://eprocure.gov.in/eprocure/app>.
5. The Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) decimal places.
6. Notwithstanding anything stated above, AIIA reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of AIIA.
7. The implementing agency is liable for following all terms and conditions of GFR, CVC, CAG, CPWD publications with latest amendments and their applicable amendments.
8. Since operation of MEP services in the campus which are labour oriented, any upward revision in the minimum wages during the pendency of contract as per timely order issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) will be paid to the agency and the agency shall ensure payment of the escalation to all the labourers engaged through contractor in operation and maintenance works.
9. 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.
10. The bidder(s), if required, may submit questions in writing to seek clarifications 48 Hrs before the notified pre-bid meeting date, to the Office of Regional Director by e- mail (joint-director@aiia.gov.in and/ or drpramod.yadav@aiia.gov.in).
11. AIIA reserves the right to reject any or all bids or cancel / withdraw the invitation for bids without assigning any reason whatsoever and in such case no bidder / intending agency shall have any claim arising out of such action.

12. Set of Bid Documents:

The following documents will constitute set of bid documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Agency
SECTION-3	Qualifying Criteria
SECTION-4	Financial Proposal


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Sarita Vihar, New Delhi 110076

(5)

13. Mode of Submission

- a. must submit their bid of hard copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial bid.
- b. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- c. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfilment of qualifying criteria
- d. Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section –4) quoted with Centage Charges shall be uploaded.
- e. Authority letter issued by the Competent Authority for signing the bid document as below:
 - i. EMD of Nationalized or any scheduled Commercial Bank.
 - ii. Income Tax return for the last three years
 - iii. Relevant documents supporting minimum eligibility criteria and Technical & Financial Evaluation documents.
 - iv. Relevant documents of Annual Turnover of company, net worth and profit of company of last three years (FY 2019-20, 2020-21 and 2021-22) certified by Chartered Accountant.
 - v. Details of Similar Work Experience Certificates
 - vi. Certificate mentioning no. of beds from concerned hospital, Relevant documents for experience (area in acre as per Technical Evaluation point 1.2 (c))
 - vii. Completion/ Currently working/ Sanction Letter for prestigious buildings
 - viii. Financial Details
 - ix. Documents regarding Net Worth of the Company Firm.
 - x. Power of Attorney/Board Resolution of the person authorized for signing/submitted the Tender.
 - xi. 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.
 - xii. Valid GST registration, PAN No.
 - xiii. All pages of the entire Corrigendum (if any) duly signed by the authorized person.
 - xiv. General Information including details of manpower (Annexure V)
 - xv. Work Experience Certificates consisting of details
 - xvi. Registration Details of the agency in the GST Act.
- f. **No Proposals/Documents will be received after the prescribed date & time.**

NOTE:

1. In case of non-submission of EMD of the requisite amount and/or Bank Guarantee in the physical form, the bid shall be rejected summarily without seeking any further clarification.
2. Unconditional letter of acceptance duly signed on letter head, Affidavit for correctness of document/information is mandatory documents and need to be checked carefully for its


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Sarita Vihar, New Delhi 110076

6

correctness before submission of tender. The bid shall be rejected out rightly in case of its non-submission without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by AIIA in this regard.

3. The bidders are advised to upload complete details with their bids as technical bid Evaluation will be done on the basis of documents uploaded on the website by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an already submitted document shall be accepted after last date of submission of bids.
4. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
5. All the uploaded documents should be in readable, printable, and legible form failing which the Bids are liable for rejection.
14. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of 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 AIIA, and then AIIA shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
15. The authority to accept of any or all bid(s) will rest with the AIIA which does not bind itself to accept the highest marks bidder and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
16. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later.
17. 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, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
18. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. AIIA shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.
19. The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
20. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment/during rush hours.
However, after submission of the tender the bidder can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
21. On opening date, the bidder can login and see the tender opening process.
22. Agency can submit documents in the form of hard copy duly signed by the Agency.
23. Agency is required to upload scanned copies of all the documents including valid GST registration, PAN No. as stipulated in the tender document.

7

31/2/2024
Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076

24. If the agency is found ineligible after opening of tenders, or his tender is found invalid, cost of tender document and processing fee shall not be refunded.
25. Not with standing anything stated above, AIIA reserves the right to assess the capabilities and capacity of the bidder to perform the contract, in the overall interest of AIIA. In case, bidder's capabilities and capacities are not found satisfactory, AIIA reserves the right to reject the tender.
26. Certificate of Financial Turnover:
At the time of submission of tender, the tender shall upload Affidavit/Certificate from Chartered Accountant mentioning Audited Financial Turnover of last 3 years or for the period as specified in the tender document. However, one page of summarized balance sheet (Audited) and one page of summarized Profit and Loss Account (Audited) for last 03 years shall be uploaded and submitted in hardcopy also.
27. In case of Percentage Rate Tender, Agency must ensure to quote single percentage rate.
28. The bidder(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 3 days from the date of uploading of Tender on website. AIIA will reply only those queries which are essentially required for submission of bids. AIIA will not reply the queries which are not considered fit like replies of which can be implied/ found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 3 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates as far as possible. Requests for Extension of opening of Technical Bids will not be entertained.
29. All the uploaded documents shall be considered as duly signed by agency/ authorized representative.
30. For abnormally low agency charges, a detailed justification will be required from the bidder with all the supporting documents and if he fails to justify the same, the tender will be rejected and the bidder will not be allowed to participate in the retender again.
31. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the agency will be liable to be rejected and his earnest money shall be absolutely forfeited.
32. NIT No. and Name of work are required to be mentioned on the bid envelope.

Sd/-
(Joint Director)

Joint Director
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Instructions for Bid Submission

1. Submission of Proposals:

- 1.1 **Two Bid System:** The original Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL BID for Engagement of Project management Consultant for Operation & Maintenance works along with Renovation /Interior Works at AIIA ,New Delhi**". Similarly, the original financial proposal shall be placed in a separate sealed envelope clearly marked "**FINANCIAL BID for engagement of Consultant for Operation & Maintenance works along with Renovation /Interior Works at AIIA ,New Delhi**". The envelopes containing the Technical bid, financial bid, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and "**Bid for engagement of Project Management Consultant for Operation & Maintenance works along with Renovation /Interior Works at AIIA ,New Delhi**". It will also mention the name of the PSU with address and stamp. The **Director, All India Institute of Ayurveda, New Delhi** shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and /or marked as stipulated. This circumstance may be reason for rejection of the bid. If the financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive.
- 1.2 **Technical Bids** will consist of-
- Copy of NIT & clarifications issued by Director All India Institute of Ayurveda to this NIT, if any, duly signed and stamped on each page by the authorized signatory of the PSU as a mark of acceptance of all conditions of the NIT
 - Prescribed Earnest Money Deposit (EMD)
 - Information in **Annexure V**. Technical bids not meeting this requirement or incomplete in any respect will not be considered and summarily rejected.
- 1.3 **Financial Bids** will consist of the Agency Charges to be quoted by the PSU in the prescribed format at **Section -4 Financial Proposal**. The Financial proposal shall not include any conditions to it and any such conditional financial proposal shall be rejected summarily.
- 1.4 **Taxes:** The Bidders shall fully familiarize themselves about the applicable Domestic taxes (Such as: value added or sales tax, service tax or income taxes, duties, fees, levies, GST) on amounts payable by the Employer under the Contract. GST must be excluded by the bidders in the financial proposal for quoting agency charges.
- 1.5 While Technical Bids will be opened on the date and time given in para 10.1 below, financial bid of nly technically qualified PSUs will be opened later for which separate date and time will be notified on the website of All India Institute of Ayurveda.

The proposal from the interested eligible PSUs shall be accepted at the following address up to Time : 14:00 Hrs. (Indian Standard Time) on 26.06.2023

The proposal shall be addressed to:

Director,
All India Institute of Ayurveda,
Gautampuri, SaritaVihar,
Mathura Road, New Delhi-76
Email: director@aiia.gov.in
Fax: 011-299 48660

- 1.8 The proposal may be sent by post or delivered in person on the above-mentioned address. The

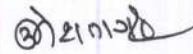
(9)


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responsibility for ensuring that the proposals are delivered in time would vest with the PSU.
All India Institute of Ayurveda shall not be responsible if the proposals are delivered late or elsewhere.

1.9 Any proposal received by the Employer rather by post or courier service or in person after the specified date and time will not be opened and **shall be returned unopened. All India Institute of Ayurveda, at its discretion, may extend the deadline for the submission of the proposals prior to the time of opening of Technical Bids, as it may deem appropriate.**

1.10 **Validity of the Bids:** The bids submitted by bidders shall remain valid for a period of **90 days** from the deadline date for submission of bids.



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Sarita Vihar, New Delhi 110076

16

[SECTION – 2]

**INSTRUCTIONS
TO
AGENCY**



INSTRUCTIONS TO AGENCY

1. INTRODUCTION

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's)/ Autonomous are only eligible to participate in the Bid.
- 1.2 Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Agency **on deposit mode of work execution basis.**
- 1.3 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first – hand information on the assignment and local conditions, Agencies shall visit the site before submitting a proposal. Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact : Joint Director

Address : All India Institute of Ayurveda, Gautampuri, Sarita Vihar, Mathura Road, New Delhi- 110 020

Phone : 011-29948658

**E-Mail : joint-director@aiia.gov.in and/ or
drpramod.yadav@aiia.gov.in**

- 1.4 (a) The AIIA will provide all the available inputs to the agencies. However, AIIA does not assume any responsibility for any loss or financial damages on account of use of such information by agencies. Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work.
- (b) The Agencies shall be responsible for obtaining licenses and permits to carry out all the works.
- (c) Agencies shall execute works in accordance with GFR rules at all stages of work
- 1.5 Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The AIIA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Agencies.

1.6 Conflicts of Interest

- 1.6.1 AIIA policy requires that Agencies provide professional, objective, and impartial advice and at all times hold the AIIA's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.2 (i) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:



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Sarita Vihar, New Delhi 110070



Conflicting Relationship

(ii) Agencies (including its Personnel and Sub – contractors) that has a business or family relationship with AIIA staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the AIIA throughout the selection process and the execution of the Contract.

1.6.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the AIIA, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agencies or the termination of its Contract any time throughout currency of the work.

1.6.4 No employee of the AIIA shall work for Agency. Recruiting former employees of the AIIA to work is not acceptable to AIIA.

1.7 Fraud and Corruption

1.7.1 The AIIA requires that the Agencies participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the AIIA:

(a) Defines, for the purpose of this paragraph, the terms set forth below: "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;

"Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;

"Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more agencies with or without the knowledge of the AIIA, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;

"Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) AIIA will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

(c) AIIA will take necessary action against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.8 Proposal Validity

The Agencies offer shall remain valid for **90 days** after the last date fixed for submission of bid including the extension (s) given, if any.

13


Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita, New Delhi

1.9 Final Decision Making Authority

Regional Director reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

**1.10 Brief Description & Scope of work
as per details given in Annexure – III**

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

2.1 Agencies may request for a clarification in respect of the Bid documents not later than 48 hours before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the AIIA email address i.e. joint-director@aiaa.gov.in and/ or drpramod.yadav@aiaa.gov.in).

2.2 The AIIA will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Agencies. Should the AIIA deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

2.3 At any time before the submission of bid, AIIA reserve right to modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, AIIA may at its discretion, extend the deadline for the submission / opening of the bid.

3. PREPARATION OF BID PROPOSAL

3.1 In preparing their bid offer, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the agencies and AIIA and the contract/ MoU to be signed after award shall be written in the English Language.

3.3 Documents pertaining to Qualifying Criteria Bidder shall have to furnish all the relevant documents **duly signed on each page** on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section – 3 of bid document.

3.4 Financial bid Proposals

Bid document **duly signed on each page** by person duly authorized along with Financial Bid as per Section – 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

4. SUBMISSION, RECEIPT AND OPENING OF BIDS

4.1 The original bid including Financial Bid, shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agency. The person who signed tender documents **must initial such corrections.**

14


Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076

4.2 An authorized representative of the Agencies shall only sign the bid documents. Duly authorized person nominated by the concerned PSU through making a duly authorization letter will server the purpose .

5. Responsibilities of BIDDER (PSU)

- 5.1 The BIDDER (PSU) shall carry out necessary routine and preventive maintenance, in addition to routine Operation works, to ensure proper functioning of services and to prevent breakdown.
- 5.2 The Operation & Maintenance (O&M) works shall be executed as per CPWD Specification or as per standard practice prevailing in this field.
- 5.3 The BIDDER (PSU) on behalf of the Client, do supervision of the contractor's work for adherence to the quality of the work as per terms and conditions and other contractual obligations/ stipulations of respective contracts, to ensure proper maintenance of the campus.
- 5.4 It is prime responsibility to ensure compliance of all statutory norms through appointed agency which are required for the subject work i.e., Minimum wages, EPF, ESIC etc.
- 5.5 The BIDDER (PSU) shall maintain complaint book in the maintenance office and all the complaint will got entered in the said book, which shall be readily available for inspection.
- 5.6 Any major repair which are not covered under regular maintenance / AMC will be paid by Owner for which estimates would be submitted by BIDDER (PSU) for approval to the AIIA. Additionally, BIDDER (PSU) shall undertake other maintenance work which arises as & when required or as per the requirement of the owner.
- 5.7 If a specialized agency or contractor is so appointed, BIDDER (PSU) will also undertake the financial control of the work on behalf of the owner to ensure strict adherence to approved cost estimate and budget.

• AWARD OF WORK

- a. The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to the bidder.

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as **Annexure – IV** for taking up this project with AIIA.

The successful Agency has to follow GFR & CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.

- b. The successful Agency shall submit complete details/ timeframe for survey of various Civil, Electrical and Electro-Mechanical equipment of AIIA establishments, preparation of ARM/ AMC estimates, and estimates for interior/ renovation works, submission of estimates to AIIA, floating of tenders after receipt of approval by AIIA, awarding of works to successful agencies etc.,
- c. PSUs may float the tender for the works either standalone or in packages based on location wise/sub-region wise/ Hospital wise etc., for all the AIIA establishments.

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Saria Vihar, New Delhi 110076

51

- d. Necessary assistance of AIIA may be availed for survey/packaging of AIIA establishments for the purpose of estimation/ tendering.
- e. After submission of estimates to AIIA, necessary Administrative Approval & Expenditure Sanction will be accorded by AIIA.
- f. On receipt of AIIA, the PSU shall prepare the detailed estimates for technical sanction and submit the copy of Technical Sanction to the First Party before floating e-Tenders, as per their departmental Delegation of Powers (DoPs).
- g. The Tender document (Notice Inviting Tender) shall be prepared and scrutinized and accepted in accordance with the relevant provisions of CPWD Works Manual-2019.
- h. PSUs shall be responsible for ensuring quality, quantity, reasonability of rates etc., as per the sound engineering practices and norms followed in government organizations such as CPWD publications.

• **PAYMENT:**

AIIA shall release initial deposit as per GFR 2017 Rule no. 172 in follow up with latest amendments.

Payment Milestones:

Stage	Sl. No.	Milestone	% payment	Cumulative percentage payment
Stage -1				
	i.	Approval of concept plan, Master Plan & Detailed architectural design.	10	10
	ii	Submission of DPR with tender document and Drawings	10	20
	iii	Checking and approval of DPR	10	30
	iv	Submission of drawings	5	35
	v	Award of work to implement/construction agency.	5	40
Stage -2				
	i	Up to finishing works, all services. Horticulture and landscaping	10	50
	ii	Taking over/Handing over of Works	20	70
Stage -3				
	i	After completion of defect liability period	30	100

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Sarta Vihar, New Delhi-110076

16

• **CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

- **Default of agency:** If the performance of the agency is not satisfactory and not corrected within 15 days of receiving notice, then Regional Director shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

- **Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

- **Disputes:** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Joint Director, AIIA whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, AIIA.

- **Integrity Pact:** The agency shall submit the integrity pact as per the **Annexure-V** duly sealed and signed by the authorized person of the agency along with the technical bid.

ॐ श्री गणेशाय नमः

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17

[SECTION – 3]

**QUALIFYING
CRITERIA**

10

1. The interested Agencies are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
 - i) Public Sector Undertaking should have been set up by the Central or State Government to carry out civil and electrical works. Proof of authorization for the same should be attached. Organization should have its own engineering wing (Regular staffs) to carry out construction/ maintenance activities of buildings. Consultant agencies are not eligible to participate in bidding process.
 - (Or)
 - ii) Central / State Government organization /PSU which may be notified by the Ministry of Urban Development (MoUD) (as per GFR Rule 133(3)) for such purpose. Proof of authorization for the same should be attached. Organization should have its own engineering wing (Regular staffs) to carry out construction/ maintenance activities of buildings. Consultant agencies are not eligible to participate in bidding process.
2. The PSUs who are participating in the bidding process should invariably produce MOA issued by the Register of companies GOI in proof of authorization to undertake Civil and Electrical works.
3. Even though any bidder may satisfy the above requirements, they would be liable to disqualification if they have:
 - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
 - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
4. Documents to be furnished for along with bid:
 - 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) All the above documents and relevant documents to signed by Authorized person. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized and shall be submitted along with bid.

Minimum Eligibility Criteria

The interested bidders should meet the following minimum qualifying criteria:

a. Work Experience:

- i) Experience of having successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders as per NIT:
 - a. Three similar works each costing not less than 40% of the estimated cost for one year (10 cr.) for interior & renovation works and 40 % of the estimated cost for one year (6 cr.) for operation and maintenance works.
- OR
- b. Two similar works each costing not less than 50% of the estimated cost for one year (10 cr.) for interior & renovation works and 50 % of the estimated cost for one year (6 cr.) for operation and maintenance works.

19


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Sarita Vihar, New Delhi 110076

OR

- c. One similar work costing not less than 80% of the estimated cost for one year (10 cr.) for interior & renovation works and 80 % of the estimated cost for one year (6 cr.) for operation and maintenance works.

Similar works shall mean;

- For Operation & Maintenance Works:

Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works.

- For Interior & Renovation Works: (Categorized in (a) & (b))

(a) Interior works of office space including Civil, Electrical, Audio-Visual Works, Sanitary/ Plumbing Works, HVAC Works, WIFI, LAN, EPBAX, CCTV, IT Works, Furniture Works, PA, smoke Detectors, Green Wall/ Horticulture Works, Lighting Works/ Acoustic Works, Art Works/ Sculptures and all other works required to ready to move office/ conference rooms, etc.

(b) Restoration, Renovation and Furnishing works of building/ space including both interior and exterior (common space/ beautification in open area) space.

Note: For minimum eligibility qualification, point no. I & II (a & b) both criteria shall be fulfilled.

- ii) The past experience in similar nature of work should be supported by certificates issued by the client's organization.
- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of the submission of tenders as per NIT.

b. Financial Strength:

- The Average annual financial turn over for last 3 years shall be at least 100 Crores in last three financial year i.e., FY- 2019-20, 2020-21 & 2021-22. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/signatures and registration number.

In case of Companies/firm less than 3 years old, the average annual financial turnover shall be worked out for the available period only.

- Net Worth of the company /firm as on 31st March of preceding Financial Year i.e., 2021-22, should be positive.
- The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets (FY 2019-20, 2020-21 and 2021-22).

The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last three years. No need to submit all the


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pages of Balance Sheet. Summary shall also work.

CRITERIA AND EVALUATION
(Quality cum cost-based System)

The detailed criteria for evaluation of tenders invited on Quality and Cost based system shall be as under:

1.0 Technical Evaluation:

To become eligible for Technical Bid Evaluation, the bidder must meet the Minimum Eligibility Criteria as per NIT. (Only the bids, meeting the minimum eligibility criteria, as per NIT, will be considered for Stage-A, Stage-B & Stage- C evaluation)

1.1 STAGE – A:

Marks system for the evaluation is as under: Total= 100 marks

1. Project Capabilities			
Work Experience: Experience of Project Management Consultancy services for successfully completed similar works			10 Marks
(i)	Minimum Technical Eligibility Criteria as per NIT		02
(ii)	Two completion certificates of operation and maintenance (Pt. I in similar works definition) and interior/ renovation works (Pt. II (a or b) in similar works definition)		05
(iii)	Thrice the completion certificates of operation and maintenance (Pt. I in similar works definition) and interior/ renovation works (Pt. II (a or b) in similar works definition)		10
(iv)	In between (i) to (iii) – on pro-rata basis		
2. In-house Manpower/ Key Personnel to be assigned as part of Project Team			
	Qualification	Remarks	
A	B. Tech in Civil Engineering and having a minimum of 05-year Experience	To tackle the interior/renovation works as well as Operation and maintenance works pertaining to civil works at site	05 Marks
B	B. Tech in Electrical Engineering and having a minimum of 05-year Experience	To tackle the interior/renovation works as well as Operation and maintenance works pertaining to electrical works at site	
C	B. Tech in Mechanical Engineering and having a minimum of 05-year Experience	Operation and maintenance works pertaining to Mechanical equipment at site. The official under this head shall be deployed as and when required	

21

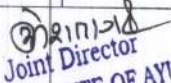
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		by AIIA.	
Total Marks Stage A			15 Marks

1.2 STAGE-B: Project Execution

A.	O&M of Minimum Bedded Hospital	15 Marks
(i)	(a) Operation and Maintenance of minimum of 100 bedded Hospital	05
(ii)	Or Operation and Maintenance of minimum of 200 bedded Hospital	10
(iii)	Or Operation and Maintenance of more than 250 bedded Hospital	15
B.	Restoration, Renovation and Furnishing Works and Interior Works & Operation & Maintenance Works	30 Marks
(i)	(a) Restoration, Renovation and Furnishing Works of minimum of 10 Cr Value and Interior Works of minimum of 8.00 Cr Value (b) Operation & Maintenance works of building of minimum 2 Cr.	10
(ii)	Or (a) Restoration, Renovation and Furnishing Works of minimum of 15 Cr Value and Interior Works of minimum of 11.00 Cr Value (b) Operation & Maintenance Works of building of minimum 4 Cr.	20
(iii)	Or (a) Restoration, Renovation and Furnishing Works of minimum of 20 Cr Value and Interior Works of minimum of 15.00 Cr Value (b) Operation & Maintenance works of building of minimum 6 Cr.	30
C.	Operation & Maintenance Works	10 Marks
(i)	(a) Relevant documents of Experience of work in a campus of 25 Acre or more OR in an office Establishment, commercial office of 20 Acre or more completed/executed in a Central/State Govt. Organization/Autonomous	02




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 Sarita Vihar, New Delhi 110076

	Body/ Central Public Sector Undertaking/Commercial buildings	
(ii)	(a) Relevant documents of Experience of work in a campus of 50 Acre or more OR in an office Establishment, commercial office of 45 Acre or more completed/executed in a Central/State Govt. Organization/Autonomous Body/ Central Public Sector Undertaking/Commercial buildings	10
D.	Prestigious Works	10 Marks
(i)	Completion/ Sanction Letter from Client/ Currently executing certificate for Operation and Maintenance of (min. 8.00 cr. per year) and Interior/ Renovation works (min. of 5.00 Cr. of any of the Prestigious buildings as mentioned by CPWD Maintenance Manual Annexure 12	10
	Total Marks Stage B	65 Marks

1.3

STAGE-C: Project Execution

Sl. No.	Presentation by Bidders to AIIA	Remarks
01	Operation & Maintenance Works:	
(a)	Presentation of Preliminary estimate as per CPWD Maintenance Manual 2019 or latest as on date	03 Marks
(b)	Detailed description of Manpower Deployment at site	02 Marks
(c)	Brief scope of Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC , Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works.	10 Marks
2	Renovation Projects: (a) Detailed Project showcasing the completed projects in line up with similar works definition along with before/ after pictures, approach made to complete the project. (b) Timeline for Completion of Interior/ Renovation projects: Must have completed at least 10,000.00 sqft built up area of similar work within 45 days. The bidder must submit relevant documents regarding this qualifying criterion.	05 Marks

23

Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076

	Further, calculation of area other than 10,000 sqft and time shall be calculated on pro rata basis.	
	TOTAL Marks Stage C	20 Marks

The bidders securing 70% & above marks in aggregate in Stage-A, Stage- B & Stage- C combined will qualify for Opening of Financial Bid.

Combined Technical score of Stage-A, Stage- B & Stage- C shall be "St" as under: St = Total marks of bidder in {Stage-A, Stage- B & Stage- C}

2.0 Financial Evaluation

The Financial bid of those bidders whose documents are found to be in order and who qualify in technical evaluation will be opened after presentation as per notification. (financial Bid shall be as per Section- 4 Financial Proposal)

The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points.

The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

In which,

$$Sf = 100 \times Fm/F$$

Sf is the financial score,

Fm is the lowest Financial Bid, and

F is the Financial Bid under consideration.

3.0 Final Evaluation of Bid

The final selection shall be based on QCBS i.e Quality and Cost based Selection.

Bids will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw$$

Where,

S is the combined score, and

Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30 respectively.

The bidder achieving the **highest combined technical and financial score (S)** will be considered to be the successful Applicant and work shall be awarded to the bidder.


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[SECTION – 4]

**FINANCIAL
PROPOSAL**

25

FINANCIAL PROPOSAL

NAME OF WORK: Operation & Maintenance works along with renovation/ interior works at AIIA Sarita Vihar, New Delhi.

NAME OF AGENCY:

Sl. No.	Description	Centage * (in figures & words)
1.	CENTAGE** for execution, supervision of Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works, (Housekeeping/ Upkeeping as per requirement of AIIA). Interior/ Restoration, Renovation works especially beautification of existing structure.	_____ %

Charges quoted should be excluding GST.

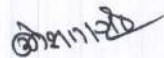
Seal of the Organization

Signature of the Authorized Signatory **

Date:

*To be quoted in percentage with two decimal places both in figures and words distinctly. Centage means charges on the Final value of work executed.

** Authority letter from the Competent Authority for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.



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Sarita Vihar, New Delhi 110076



ANNEXURE – I

ACCEPTANCE OF BID CONDITION
(On the Letter Head of the Organization)

To,

The Director
All India Institute of Ayurveda (AIIA)
Gautampuri, Sarita Vihar, Mathura Road,
New Delhi – 110 076

SUB: Operation & Maintenance works along with renovation/ interior works at AIIA Sarita Vihar, New Delhi.

REF: Bidding Document No. _

Ma'am,

1. With reference to above, I / We are pleased to submit our bid / offer for the above work and I / we hereby unconditionally accept the terms & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. I / We are eligible to submit the bid for the above work and I / we are in possession of all the required and relevant documents.
3. I / We have read all the terms and conditions of the **STANDARD CONTRACT AGREEMENT / MoU** as well as Bid Document and agree to sign the same in case of award of work.
4. I / We have submitted all the documents as per Notice Inviting Expression of Interest.
5. I / We undertake and confirm that similar work (s) has / have got executed in _____ Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / we shall be debarred for bidding in future forever.
6. I / We have separately enclosed an undertaking in the format as per Annexure – II.

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated: _____

Place: _____

Note: This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority.


Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076



UNDERTAKING

(On the Letter Head of the Organization)

To,

**The Director
All India Institute of Ayurveda (AIIA)
Gautampuri, Sarita Vihar, Mathura Road,
New Delhi - 110 076**

SUB: Engagement of Project Management Consultant for Operation & Maintenance works along with renovation/ interior works at AIIA SaritaVihar, New Delhi.

REF: Bidding Document No. _

Ma'am,

We undertake that -

1. I / We have no business or any other relationship with any of the AIIA Staff / Member of the Corporation.
2. I / We have not employed any former employee of AIIA to work for our organization.

Or

I / We have employed AIIA Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.

3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.
7. I / We hereby clarify that all the documents produced by me are correct in my knowledge.

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated: _____

Place: _____

Note: This undertaking should be signed by the authorized officer of the organization having valid authority letter from competent authority.

(28)

 **Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076**

Brief Description & Scope of Work
(for illustration only)

All India Institute of Ayurveda (AIIA) UNDER Ministry of Ayush invites online bid as per the **Quality cum cost-based System** on behalf of the Director, AIIA offer from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for entering into Memorandum of Understanding (MoU) for taking up the (a) Annual Repair and Maintenance/Special Repairs of Civil and Electrical works of buildings including Operation of various Electrical/Electro-Mechanical Services, Equipment's and plants and (b) interior/ renovation works **on deposit mode of work execution basis as per GFR Rule 133(3)** in the AIIA Delhi for **2 (two) years**. The MoU has an option to extend for further period of two-year subject to satisfactory performance of the agency during the contract period with mutual consent.

Scope of Works:

- For Operation & Maintenance Works:

Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works, Procurement of IT Instruments, Procurement of Medical & Research equipment's

- For Interior & Renovation Works: (Categorized in (a) & (b))

- (a) Interior works of office space including Civil, Electrical, Audio-Visual Works, Sanitary/ Plumbing Works, HVAC Works, WIFI, LAN, EPBAX, CCTV, IT Works, Furniture Works, PA, smoke Detectors, Green Wall/ Horticulture Works, Lighting Works/ Acoustic Works, Art Works/ Sculptures and all other works required to ready to move office/ conference rooms, etc.
- (b) Restoration, Renovation and Furnishing works of building/ space including both interior and exterior space.

- Additional scope of work including General Scope of work for AIIA Delhi:

i) Academic Block:

- a) Repairing/ Replacement of windows (wherever required)
- b) Renovation of Gallery space on 6th floor for events & dinner along with beautification, pergola and canopy for open spaces.
- c) Sound proof/ Acoustic Upvc triple track windows for cabins
- d) Automatic Sensor Doors
- e) Renovation/ beautification of lift lobby areas
- f) Floor spring machines for aluminum doors.
- g) False Ceiling with acoustic materials along with design patterns.
- h) Audio video works with interactive display panels and active LED signage walls for information and presentation at all corridor and lobby areas in academic block at all floors i.e., exhibition gallery matching static and dynamic AV work requirements

29


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Sarita Vihar, New Delhi 110076

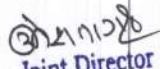
with centralized server room for each floor and centralized operating room of all floors.

- i) Renovation/ Interior works of all washrooms.
 - j) Renovation of rooms of senior managements
 - k) Renovation of Laboratories and several departments in academic blocks.
 - l) Renovation of museums, conference rooms.
- ii) Hospital Blocks: - (A & B)
- a) Recreation of Simulation Labs
 - b) Ducting and exhaust air arrangements in courtyard area
 - c) VVIP suits rooms renovation matching allied class interiors: 6- Minor renovation works & 10- Complete renovation works.
 - d) Automatic Sensor doors at entry on ground floor (OPD section)
 - e) Replacement of Doors & windows (wherever required)
 - f) Modification/ Recreation of Kitchen/ Pantry area
 - g) Diet Service/ Mess/ Snacks Bar area creation
 - h) Second Floor-Panchkarma suits and other associated areas
 - i) Fifth Floor-Panchkarma suits and other associated areas
 - j) Open Terrace Garden on fifth floor with pergola and canopy structures, including weather proof garden furniture, ornamental design elements etc.
 - k) Basement Hall works for store room and utility rooms
 - l) Creating and new mezzanine floor with metal and wooden structure, designed with cutouts for visibility, wall designs, lighting works etc.
- iii) Open area and landscape works including new structures and offices:
- a) Preparation of Office for maintenance and operation team with meeting rooms, cabins, reception, pantry and toilet, etc. made in prefab structure in open area in front of electrical substation.
 - b) Interior and structural retrofitting works for cafeteria of prefab structure at ground floor near mini auditorium.
 - c) Recreation Area (Amphitheatre) for ground floor as entertainment/ activity area between hospital and academic block.

Note:

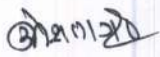
- i) The above list is not exhaustive but may include various other equipment/ services/ area/ scope of work which may be added/ deleted as per necessity/ decision of AIIA from time to time.
 - ii) Out of the above mentioned lists, for those plants/ equipment for which AMC is already in place shall be handed over to the agency after completion of the existing AMC or as decided by AIIA.
 - iii) The work for above sites to be taken up shall be intimated separately.
1. The AIIA will assign the following types of repairs & maintenance works of agency on deposit mode of work execution basis for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital, Dispensaries, office buildings & Staff Quarters and Services including Equipment and Plants rendering specialized services:




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Sarita Vihar, New Delhi 110076

Special & Particular Conditions:

- PSU shall maintain separate bank account for transactions from AIIA and interest accrued shall be credited to AIIA.
 - Manpower attendance register with necessary cross checks is to be maintained properly.
 - Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots, helmets, rain coats, etc. to the deployed manpower have to be provided by the agency.
 - The Working Staff should be professionally qualified and must be trained.
-
- The agency shall ensure that necessary complaint registers are maintained for lodging of complaints by the end users. The complaint registers shall be periodically monitored by responsible Engineer(s) of PSU, so as to ensure that the complaints are attended in time by the contract agencies. After attending of each complaint, necessary signature of the complainant/end user shall be obtained as a token of acceptance. AIIA reserves the right to inspect the Complaint registers as and when necessary, so as to ensure smooth execution of works and to regulate advance fund deposits
 - The site for the work is readily available as the ARMO work is to be carried out in the running hospital / dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital and attached Dispensaries, Staff quarters & Offices Area on any working day.
 - Conditional bids if any shall summarily be rejected.


Sd/-
Joint Director, AIIA

ALL IN...
Sarita Vihar, new Delhi 110076



Annexure-IV

Memorandum of Understanding (MoU)

This Agreement made on this ____ day of _____ 2023 between the **All India Institute of Ayurveda, Sarita Vihar, New Delhi** (hereinafter referred to as the "Owner") which terms repugnant to context thereto shall mean and include its heirs administrators, executors and assigns of the **ONE PART/ FIRST PARTY.**

AND

BIDDER (PSU) having its Registered office at..... (hereinafter called the 'BIDDER (PSU)') and the term the 'BIDDER (PSU)' shall mean and include its heirs, administrators, executors and assigns on the **OTHER PART/ SECOND PARTY.** WHEREAS, the Owner has decided to award/entrust the works on nomination basis relating to "**Operation & Maintenance works along with renovation/ interior works at AIIA Sarita Vihar, New Delhi.**" as deposit work as per terms and conditions set forth herein and whereas the **BIDDER (PSU)** has agreed to undertake the said works relating to Operation & Maintenance works at All India Institute of Ayurveda as described herein below (referred to hereinafter as the 'O & M Works'), and execute the same as the Maintenance Agreement' on behalf of the Owner. NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1.0 DEFINITIONS

In the Agreement, the following expressions shall unless the context otherwise requires, have the meaning hereby respectively assigned to it,

- i) "Owner" means the (CLIENT).
- ii) "EXECUTING AGENCY" means the **BIDDER (PSU)** responsible for executing the O & M works on behalf of the owner in the said premises.
- iii) "CONTRACTOR" means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the purpose of execution of the project or any connected works, and may include the Executing Agency itself in case any work is done directly by the Executing Agency
- iv) 'Approval' means approval in writing by the designated officer of the Owner.
- v) "CVC" means **Central Vigilance Commission, Government of India**
- vi) "CTE" means **Chief Technical Examiner under CVC.**
- vii) "C & AG" means **Comptroller & Auditor General, Government of India.**

32

Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076

NOW THEREFORE, THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

2.0 SCOPE OF WORK:

2.1 The scope of work shall be strictly limited to the following services: BIDDER (PSU) shall maintain the services premises i.e., Operation and Maintenance of E & M Equipment including Electrical Sub stations, VRV's, firefighting system, DG Sets, STP/ ETP/ WTP and their sewage conveying system, goods/ passenger lifts, Solar Plants, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works Procurement of IT Instruments ,Procurement of Medical & Research equipment's .

- For Interior & Renovation Works: (Categorized in (a) & (b))
 - (a) Interior works of office space including Civil, Electrical, Audio-Visual Works, Sanitary/ Plumbing Works, HVAC Works, WIFI, LAN, EPBAX, CCTV, IT Works, Furniture Works, PA, smoke Detectors, Green Wall/ Horticulture Works, Lighting Works/ Acoustic Works, Art Works/ Sculptures and all other works required to ready to move office/ conference rooms, etc.
 - (b) Restoration, Renovation and Furnishing works of building/ space including both interior and exterior space.

However, all scope shall be as per Annexure III
Additionally, BIDDER (PSU) shall undertake other maintenance work which arises as & when required or as per the requirement of Employer and the same shall be claimed by Employer on prevailing market + BIDDER (PSU)'s to fill% charges.
Other than this any services, workforce / material, if required by Owner, shall be arranged / provided by Executing Agency. Other than maintenance work, capital work if any executed as per request of owner shall be charged as prevailing in the market extra. The mentioned works shall be charges @ to fill% PMC charges plus GST shall be extra as applicable.

3.0 RESPONSIBILITIES OF THE EXECUTING AGENCY

3.1 The Operation & Maintenance (O & M) works shall be executed as per the code (s) of practice of Bureau of Indian Standards, General Specification in force in the CPWD or any such otherspecifications as may be decided by the BIDDER (PSU).

3.2 The staff to be employed on O & M works shall be engaged by BIDDER (PSU) through its contractor(s) on behalf of the owner. Further the said staff will be assessed by BIDDER (PSU) periodically and the same will be provided as per Owner's requirement. However, all statutory obligations against labour Laws viz Minimum wages, ESI & EPF etc. will be taken care by BIDDER (PSU)/ its contractor(s).

3.3 "BIDDER (PSU)" will be responsible for the proper maintenance of the said Premises. BIDDER (PSU) shall get the work of operation and maintenance executed, on behalf of the OWNER, either through its own staff or by outsourcing/awarding the work of maintenance and specialized work on behalf of Owner, to the specialized agency in the respective field by following the CVC/ BIDDER (PSU) norms. In case a specialized agency is deemed necessary to be appointed, the owner shall issue requisite authority in favor of the BIDDER (PSU) to enter into such agreements, on the Owner's behalfwith such specialized agencies or contractor/ sub-contractors.

3.4 "BIDDER (PSU)", on behalf of the Owner, will also undertake the supervision of the sub-contractor's work for adherence to the quality of the work, terms and conditions and other contractual obligations/stipulations of respective Institute of Ayurveda

33

Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita, New Delhi 110076

ensure proper operation and maintenance of the said Premises and/or any associated services.

3.5 If a specialized agency or Contractor is so appointed, ' BIDDER (PSU)' will also undertake the financial control of work, on behalf of the Owner, to ensure the strict adherence to approved cost estimates and budgets.

3.6 "BIDDER (PSU)" shall be wholly responsible for any observations/comments/defects pointed out by CTE/CVC/CAG in the planning & procedures of execution of the said O & M works.

3.7 'BIDDER (PSU)' shall carry out necessary prevention maintenance at regular intervals in addition to routine O & M works to ensure proper functioning of services and to prevent breakdown etc. at the said premises. For this purpose, BIDDER (PSU) will make use of technical expertise of the agencies involved in operation and maintenance of services at CLIENT for preparing a report at every six months to ensure smooth functioning of services and prevent major breakdown. BIDDER (PSU) shall carry necessary maintenance works only after receiving express approval of the Owner.

3.8 BIDDER (PSU) shall ensure the operation of services. As per scope of work defined in clause 2.0 subject to extent of interruption due to mechanical defect and/or electric failure or fault. In the event of any mechanical defect or electric failure, BIDDER (PSU) shall make all necessary efforts to rectify the same. However, all cost towards the material, special repair, major repair shall be paid by the Owner on demand by BIDDER (PSU) as per clause no 6.0. Major repair which are not covered under regular maintenance CAMC will be paid by Owner for which estimates would be submitted by BIDDER (PSU) for approval to Owner.

3.9 'BIDDER (PSU)' shall not be liable on account of any harm/loss/damage or physical injury which may be caused on account of breakdown of power or on account of fault of Owner's employees or theft or on account of acts of God, riots, civil commotion etc. The Owner shall be separately charged for the repair or replacement with respect to physical damage or loss caused by the Owner and/or its agents or representatives or guests.

3.10 The BIDDER (PSU) shall maintain complaint book in the maintenance office and all the complaints will be got entered in the said book which shall periodically seen by BIDDER (PSU) officers and other remarks appended on the same.

4.0 RESPONSIBILITIES OF THE OWNER

4.1 The OWNER shall be responsible for giving necessary authorizations to BIDDER (PSU) for securing necessary approvals from local bodies and/or statutory authorities. Further if so, required by the BIDDER (PSU), the Owner will assist the BIDDER (PSU) to the extent of writing letters to local bodies and/or statutory authorities for the purpose of acquiring the necessary approvals.

4.2 The Owner or any person authorized by it may inspect and check the 'O & M works' from time to time. If during such inspection, any defects or variation without the request of the OWNER are found, the same shall be rectified by the BIDDER (PSU) at their own cost.

4.3 The Owner, in terms of this agreement and upon receipt of express request from BIDDER (PSU), shall release the funds/payments within to fill days to ensure that the O&M works are not hampered due to non-availability of funds. In case the owner fails to release such fund promptly, the BIDDER (PSU) will not be held liable for consequent delay or failure to render any services and/or maintenance works constituted in this agreement.

34

Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sardar Vallabhbhai Patel
New Delhi 110070

4.4 The OWNER shall make all the statutory payments such as lift licenses directly to the Government Authority or Statutory body relating to the said premises. However, the renewal of the lift license will be arranged by BIDDER (PSU).

4.5 Insurance of the building, equipment's furniture, fixtures etc. is not required since the campus to be maintained under this agreement is a government property.

4.6 The OWNER shall provide, free of any rent, adequate Furnished Office Accommodation along with store room and toilet for the maintenance staff which may be stationed in the said premises.

4.7 The Owner shall pay BIDDER (PSU) for the additional workforce as per its requirement on occasions other than mentioned in the approved estimate.

4.8 Any additional expenditures to bring the all E & M equipment's in operational condition before award of work through e-tender by the Executing Agency will be reimbursed by the Owner on submission of estimate/ invoices/ bills etc from the OEM manufacturers. This is considering the site position after completion of Defect Liability Period.

5.0 DATE OF ENFORCEMENT

The date of enforcement of this agreement shall be the date of signing the agreement or the date of the Owner supplying the accommodation or receipt of advance payment or receipt of necessary statutory permits and/or approvals, 10th day after the payment of advance or the date of handing over the site or sanction of estimate or letter of award of work to contractor whichever is later. This agreement shall be valid for three (3) years and after successful completion it may be extended for further 2 years depending on the performance of the PSU and subject to availability of fund.

6.0 PAYMENT TERMS

1) MAINTENANCE SERVICES:

For execution of Operation & Maintenance services, special Repair/Maintenance & repair contracts through sub-contracts and specialized agencies for the services motioned as under, ' BIDDER (PSU)' shall be paid to fill% (..... percent) of actual expenditure incurred on such contract, to cover BIDDER (PSU)'s overheads and margin of profit. GST or any other statutory charges or imposition of any new tax by the central/state Govt./local body etc. shall be payable extra. Such services shall, inter-alia, include:

BIDDER (PSU) shall maintain the services premises i.e., Civil, electrical installations on labour rate basis and operation and maintenance of other installations such as Lifts, HVAC System, Firefighting system, DG Sets, Sub stations, STP, WTP, etc.

Additionally, BIDDER (PSU) shall undertake other maintenance work which arises as & when required or as per the requirement of Employer.

Any upward revision in the minimum wages during the pendency of contract as per timely order issued by Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) will be reimbursed accordingly against documentary evidence and proof of paying the same to the workers subject to payment of same by our principals/ clients i.e., CLIENT.

The extension grant by CLIENT to BIDDER (PSU) shall be on the agreed terms and conditions of this MOU and approved estimated cost. However, reimbursement of minimum wages to the labours/ manpower as per the revisions from Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) shall be paid extra by CLIENT to BIDDER (PSU) in accordance with BIDDER (PSU) PMC charges as per Clause Director

35

Dr. ANIL KUMAR
Sarita Vihar, New Delhi

6.0 PAYMENT TERMS -point no. 1

The cost of Maintenance incurred on day-to-day requirements:

- a) Landed cost at work site of all materials required for maintenance and other associated jobs related to the services and the value of any other material(s) supplied/transferred from other '**BIDDER (PSU)**' work site(s) for use on the work.
- b) Cost of manpower engaged by "**BIDDER (PSU)**" on NMR (Normal Muster Roll)/Contract b) basis through labour contractors and direct departmental labour. This will include wages and other direct/indirect benefits as per statutory laws/" **BIDDER (PSU)**' rules as framed/amended from time to time.
- c) Capitation cost of Departmental workers deployed. The terms "Capitation" cost) includes Salaries/wages allowances and all fringe benefits & perquisites payable as per '**BIDDER (PSU)**' rules. This includes Salaries/wages, Dearness Allowance, House Rent Allowance, Perks, Group Insurance, Gratuity, Bonus, Liveries, Leave Salary, Performance related pay etc.
- d) All other expenditure and overheads as required for smooth functioning of Maintenance Office & execution on the O&M works.
- e) Hire charges of any equipment/P&M/SCV provided by '**BIDDER (PSU)**' from its own resources or alternatively hired through an Agency for proper functioning of the services & maintenance office. In the event of '**BIDDER (PSU)**' arranging such services through its own resources, the charges will be fixed as per '**BIDDER (PSU)**' rules.
- f) Expenditure on the demolition and reconstruction of any work as per requirement for smooth functioning of the Maintenance services.
- g) Cost of all P&M, tools & tackles and implements required and purchased for the services.
- h) All other contingent expenditure not specifically stated above but is required to be incurred for smooth functioning of Maintenance works. The decision of '**BIDDER (PSU)**' will be final & acceptable.

i) **ELECTRICITY, WATER & INSURANCE**

Making the payments towards electricity & water (charges), insurance premium etc. will be responsibility of the Owner. In case these payments are made by **BIDDER (PSU)**, the same shall be reimbursed to **BIDDER (PSU)** with their handling charges 10%(Ten percent only) on the said services.

7. **MODE OF PAYMENT**

The '**OWNER**' shall pay a sum equivalent to six months of the approved estimated cost in advance to '**BIDDER (PSU)**' towards the maintenance services as interest free

36

002/01/20
Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi

advance against indemnity bond valid for six months within to fill days of signing of this agreement or approval of estimate submitted by BIDDER (PSU), whichever is later. After recoupment of 1st advance, the owner will pay another six months advance for remaining period. BIDDER (PSU) will provide all necessary documents for utilization of funds. Subsequent release of funds request will be given one month in advance for release of payments.

8. DELAY IN PAYMENT BIDDER (PSU)

'BIDDER (PSU)' will, further, not be responsible for any delay/stoppage of works, due to non-payment of electricity and water bills by the Owner, and delay in payment by the 'OWNER' (s) towards bills raised/requisition funds for payment on ad-hoc basis to 'BIDDER (PSU)' for maintenance/special repairs/works etc. The payment on ad-hoc basis will however be subject to subsequent adjustment(s) against bill(s) submitted by 'BIDDER (PSU)' for various services/special repairs if any.

9. FORCE MAJEURE

Notwithstanding the aforesaid, the **BIDDER (PSU)** shall not be considered in default if any delay, whatsoever, in the execution of the O&M works occurs due to causes beyond its control such as acts of God, natural calamities, civil wars, fire, strike, floods, riots, acts of unsurpassed power and/or due to any orders/directions/notifications etc. issued by any Government/judicial/statutory Authority. The **BIDDER (PSU)** shall notify "Owner" of such cause of circumstance, in writing within ten days from the date of start of any of the aforesaid events.

In the event of delay due to any of the aforesaid events, the execution of the said O&M works will remain suspended for the length of time equal to the period of continuation of the force majeure event. Any liabilities towards the contractor (s) and/or expenditure of the BIDDER (PSU) shall be payable by the Owner.

The BIDDER (PSU), on its own part, shall also not hold responsible any contractor(s) for the delay/stoppage of work due to any of the aforesaid force majeure conditions and for losses suffered if any, by the owner on this account. The BIDDER (PSU) shall also not be liable in any way to bear such losses and no compensation, of any kind whatsoever, will be payable by the BIDDER (PSU) to the owner.

10. ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) Between Central Public Sector Enterprises (CPSEs)/Port Trust inter se and also between CPSES and Government Departments/Organizations (excluding disputes concerning, Railways, Income Tax, Customs & Excise Departments), the same shall be settled amicably through mutual discussions or shall be referred by letter by either party to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) under the Department of Public Enterprises, Ministry of Finance, Government of India as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 followed by clarification dated 4th July, 2018 and 11th July, 2018. These guidelines were further amended vide DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020 and as per No.05/0003/2019-FTS-10937 dated 14.12.2022.

All Arbitration award(s) / court decree(s) in the favour of the contractor (s) shall be

37

Joint Director
ALL INDIA INSTITUTE OF AIRPORTS
& Sarita Vihar, New Delhi

borne by the 'Employer', However BIDDER (PSU) shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s). The cost of any arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the Employer. The Arbitration/ Court cases shall be contested by BIDDER (PSU) on behalf of the Owner and necessary fees and expenditure shall be borne and paid by the Employer.

11. JURISDICTION

This agreement is subject to the exclusive jurisdiction of the courts of Delhi alone. Signed at New Delhi on this day as mentioned above.

For and on behalf of

For and on behalf of

(All India Institute of Ayurveda)

(Bidder/ PSU)

Witness:

1.

1.

2.

2.

12. Performance Security Deposit:

12.1 Successful PSUs shall within one month from the date of conveying acceptance of the tender in his favour in writing, have to deposit sum equal to Ten per cent of the total estimated cost of the PMC work agency charges for the proposed construction work as security for the fulfillment of the contract in the form of a Bank Guarantee drawn in favour of the **Director, All India Institute of Ayurveda, New Delhi**. The Performance Security Deposit shall have to be valid up to a period of 60 days beyond the defect liability period of the facilities created under the project.


Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi.



DETAILS OF BIDDER

Annexure V

1 NAME OF TENDERING COMPANY / FIRM / BIDDER:

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2 NAME OF OWNER / DIRECTORS / PROPRIETOR:

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3 FULL PARTICULARS OF OFFICE:

--

(a) Address:

(b) Telephone No.:

(c) E-Mail Address

4 FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /:

(a) Name of the Bank:

(b) Address of the Bank:

(c) Telephone No.

(d) E-Mail Address:

5 REGISTRATION DETAILS: (a) PAN No:

(b) GST Registration No.

6 DETAILS OF EARNEST MONEY DEPOSIT:

(a) Amount (Rs.):	
(b) D.D. No.	Date:
(c) Drawn on Bank:	
(d) Valid up to:	

7 Data Sheet



Joint Director
ALL INDIA INSTITUTE OF AYURVED
Sarita Vihar, New Delhi

S.No.	Description	To be filled by Agency
1	Name of Work	Operation & Maintenance works along with renovation/ interior works at AIIA Sarita Vihar, New Delhi.
2	Name, Designation, Qualification of Civil Engineer	
3	Name, Designation, Qualification of Electrical Engineer	
4	Name, Designation, Qualification of Mechanical Engineer	

The above format may be used to provide requisite details

Date:

Place:

Name:

Seal:

Signature of Bidder


Joint Director

ALL INDIA INSTITUTE OF AYURVED
Sarita Vihar, New Delhi 110076

40

PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (TENDER BOND)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

All India Institute of Ayurveda, Sarita Vihar , Mathura Road ,Gautampuri **New Delhi -110076**

In consideration of All India Institute of Ayurveda, having its Registered Office at All India Institute of Ayurveda, Mathura Road , Gautampuri **New Delhi -110076**

. (hereinafter called "AIIA,New Delhi " which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas All India Institute of Ayurveda, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto..... (120 days from the last date of bid submission) from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to All India Institute of Ayurveda immediately ondemand in writing and without demur/protest any amount but not exceeding Rs Any such demand made by All India Institute of Ayurveda shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitutionof the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the...Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of All India Institute of Ayurveda in writing and this guarantee shall remain valid upto..... upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2


Joint Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi 110076

