

ALL INDIA INSTITUTE OF AYURVEDA, GOA

NOTICE INVITING TENDER (NIT)

**OPERATION & MAINTENANCE WORKS ALONG WITH INTERIOR /
RENOVATION & ANNUAL REPAIR MAINTENANCE WORKS (ARMO) WORKS
AT AIIA GOA**

Estimated Cost: ₹40,00,00,000/- (Rupees Forty Crore Only)

- ₹10,00,00,000/- towards O&M Manpower Supply, CAMC and routine maintenance services.
- ₹30,00,00,000/- towards Civil & Electrical Repair, Renovation and Improvement Works.

Contract Period: 2 Years + 1 Year Extendable

Tender Type: Percentage Rate Tender

TENDER INDEX

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SECTION 2 – BID DATA SHEET

Name of Work: Comprehensive Operation & Maintenance works along with Interior / Renovation & Annual repair Maintenance works (ARMO) works at AIIA Goa

Campus Area: Approx. 2,00,000 sqm

Estimated Cost: ₹40,00,00,000/- (Rupees Forty Crore Only)

- ₹10,00,00,000/- towards O&M Manpower Supply, CAMC and routine maintenance services.
- ₹30,00,00,000/- towards Civil & Electrical Repair, Renovation and Improvement Works.

EMD: ₹50 Lakhs

Performance Security: 3%

Contract Period: 2 Years + 1 Year Extendable

Bid System: Percentage Rate Tender

Payment Mode: Monthly Billing

Wage Standard: CPWD / Central Minimum Wage

GST: Reimbursable

MAIN TENDER DOCUMENT

Sl. No.	Description	SECTION
1.	NOTICE INVITING BID	Section – 1
2.	INSTRUCTIONS TO AGENCY	Section – 2
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[SECTION – 1]

NOTICE INVITING BID

Introduction:

ALL INDIA INSTITUTE OF AYURVEDA, GOA (AIIA), an autonomous organization under the Ministry of Ayush invites bid as per the Quality cum cost-based System on behalf of the Director, AIIA offer from eligible Central / State/Public Sector Undertaking (PSU) and its Subsidiaries 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 in the Goa 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:

Sr. No.	Particulars	Details
1	NIT No.	
2	Name of Work	Comprehensive Operation & Maintenance works along with Interior / Renovation & Annual repair Maintenance works (ARMO) works at AIIA Goa
3	Details of Scope of Work	A. Operation & Maintenance (O&M): • Electrical Substations, Variable Refrigerant Volume (VRV) Systems, DG Sets • Fire Fighting System • STP / ETP / WTP & Sewage Conveying Systems • Lifts (Goods & Passenger)• Solar Plants & RO Plants • HVAC Systems (Comprehensive Maintenance) • Audio Visuals (AV) Systems, Access Control, PA Systems, Security Systems • CCTV Surveillance Systems • Electronic Private Automatic Branch Exchange (EPABX) System • IT Infrastructure (Laptops, Desktops & all IT-related systems) • Civil & Electrical Maintenance • Horticulture & Landscaping Maintenance & any other major or minor equipment's B. Procurement: • Procurement of Any electromechanical modalities related to maintenance. C. Interior / Renovation Works: • Beautification and Interior Upgradation of Existing Structures <i>(Detailed site information attached as Annexure-III)</i>
4	Client / Owner	ALL INDIA INSTITUTE OF AYURVEDA (AIIA), Goa
5	Details of Infrastructure	As per Annexure-III

6	Estimated Cost	A. Operation & Maintenance Works: ₹10 Crore (for 2 years) including GST • ₹5 Crore – First Year • ₹5 Crore – Second Year B. Interior / Renovation Works: ₹30 Crore (for 2 years) including GST • ₹15 Crore – First Year • ₹15 Crore – Second Year Note: Estimated cost is tentative. PSU and it's Subsidiaries shall prepare estimates based on actual measurements and prevailing CPWD norms (CPWD Works Manual 2022, Maintenance Manual, latest DSR & amendments).
7	Earnest Money Deposit (EMD)	₹50,00,000 (Rupees Fifty Lakhs Only) In the form of Demand Draft / Fixed Deposit / Pay Order / Banker's Cheque or Bank Guarantee from any Nationalized / Scheduled Bank in favour of All India Institute of Ayurveda , payable at New Delhi. Bank Guarantee Details: Beneficiary Name: All India Institute of Ayurveda Address: Mathura Road, Gautam Puri, Sarita Vihar, New Delhi – 110076 (<i>As per Annexure-VI</i>)
8	Cost of Tender Document	NA
9	Availability of Tender on e-Portal	Date: 04/08/2026 Time: 03:00 PM
11	Start Date for Bid Submission	Date: 06/08/2026 Time: 03:00 PM
12	Last Date for Bid Submission	Date: 17/08/2026 Time: 03:00 PM
13	Opening of Technical Bid	Date: 17/08/2026 Time: 04:00 PM
14	Opening of Financial Bid	To be communicated to technically qualified Bidders
15	Contract Period	2 Years (Extendable by 1 Year based on performance and fund availability)
16	Validity of Offer	90 Days from the date of opening of Price Bid (including extensions, if any)

Note: Wherever the word "AIIA" is mentioned it refers All India Institute of Ayurveda, Goa

- 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.
- Information and instructions for Bidders available in document shall form part of agreement.
- 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>.
- The Agency must quote rate in percentage only in appropriate column up to 2 (two) decimal places.
- 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.
- The implementing agency is liable for following all terms and conditions of GFR, CVC, CAG, CPWD publications with latest amendments and their applicable amendments.
- 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 the Dean by e- mail dean-go@aiia.gov.in and/ or centralstorego@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

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 and its subsidiaries 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 2022-23, 2023-24 and 2024-25) 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/submitting the Tender.
 - xi. Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU and its subsidiaries, 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 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.
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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.
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, Director, AIIA reserves the right to reject the Bidder.
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 bidder 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/-

(Director)

INSTRUCTIONS FOR BID SUBMISSION

The Bidders are required to submit hard copies of their bids to AIIA. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids.

More information useful for downloading the 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 “Bidder Enrollment” on the CPP Portal which is free of charge for download the tender document.
2. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts for download the tender document.
3. Bidders are advised to provide their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the AIIA.

SEARCHING FOR DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, 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 a tender published on the CPP Portal.
2. Once the Bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the Bidders through e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Bidder to go through the tender advertisement and the tender document 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 tender document / schedule and generally, they can be in hard copy formats with duly signed by Agency.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can submit 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 sign and submit the required bid documents one by one as indicated in the tender 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. The tender documents become readable only after the tender opening by the authorized bid openers.
5. 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

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of bid submission may be send via mail on **dean-go@aiia.gov.in**

[SECTION – 2]**INSTRUCTIONS TO AGENCY****1) INTRODUCTION**

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's) and its subsidiaries are only eligible to participate in the Bid.
- 1.2 *The dispute shall be referred to the sole decision of the Director AIIA whose decision shall be binding on both the parties."*
- 1.3 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.
- 1.4 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 : Dean / Director

Address : Central Store, Hospital Block, All India Institute of Ayurveda, Village-Dhargal, Taluka -Pernem, MOPA, Airport Road, Goa -403513

Phone :9311391886, 9634862313

E-Mail :dean-go@aiia.gov.in

1.5

- 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.

- 1.6 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.

1.7 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:

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.

1.8 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.

1.9 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.

1.10 Final Decision-Making Authority

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.

1.11 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. and/ or **dean-go@aiia.gov.in & centralstorego@aiia.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 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 non interlineations or overwriting, except as necessary to correct errors made by the Agency. The person who signed tender documents must initial such corrections.
- 4.2 An authorized representative of the Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized and shall be submitted along with bid.

5) Responsibilities of BIDDER

- 5.1 The BIDDER 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 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 shall maintain complaint book in the maintenance office and all complaints shall be 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 for approval to the AIIA. Additionally, BIDDER 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 will also undertake the financial control of the work on behalf of the owner to ensure strict adherence to approved cost estimate and budget.

6) 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.
- 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 executing PSU/Agency shall carry out award of work through open, transparent and competitive tendering in accordance with the provisions of the General Financial Rules 2017 and applicable vigilance guidelines. To ensure transparency, AIIA Goa will nominate representatives from Administrative, Estate and Stores divisions who shall be associated at key stages of procurement including vetting of tender documents, pre-bid stage, bid opening (as observers) and review of evaluation reports. The PSU/Agency shall obtain concurrence of AIIA prior to publication of tender documents and submit comparative statements, rate justification and evaluation reports for review before award of work. In case of abnormal or uniform bidding patterns, limited competition or suspected cartelization, AIIA reserves the right to seek re-tendering or additional scrutiny, while the final responsibility for tendering, evaluation and award shall remain with the executing PSU/Agency.
- 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.

7) PAYMENT:

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

- a) 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.
 - b) 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.
 - c) 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 VII** duly sealed and signed by the authorized person of the agency along with the technical bid.

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[SECTION – 3] QUALIFYING CRITERIA

- 1 The interested Agencies are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
 - i. The Public Sector Undertaking (PSU) should have been established by the Central or State Government for execution of civil and/or electrical works, and documentary proof of such authorization shall be submitted. The organisation shall have its own engineering wing with regular staff for carrying out construction and maintenance activities of buildings. Consultancy agencies shall not be eligible to participate. In case the PSU is a wholly owned subsidiary, the engineering capability and manpower of its parent organisation may be considered, subject to submission of documentary proof. A PSU may also rely on the work experience of its subsidiary to the extent of its ownership in such subsidiary, supported by appropriate documents.
(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. In case of PSU who is Wholly owned subsidiary, the manpower/engineering wing proof of their parental organization shall be accepted.
- 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.
 - III. In case a Public Sector Undertaking (PSU) or its subsidiary submits a bid, the credentials with respect to qualification, submitted by either the PSU or its subsidiary, shall be considered valid for evaluation, and vice versa.

Minimum Eligibility Criteria

The interested PSU should meet the following minimum qualifying criteria:

1. Work Experience:

- I. Experience of having successfully completed similar works during the last 8 years ending initial stipulated last date of submission of tenders as per NIT:
 - i) Experience of having successfully completed similar works during the last 8 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 (15 cr.) for interior & renovation works and 40 % of the estimated cost for one year (5 cr.) for operation and maintenance works.

OR

- b. Two similar works each costing not less than 50% of the estimated cost for one year (15 cr.) for interior & renovation works and 50 % of the estimated cost for one year (5cr.) for operation and maintenance works.

OR

- c. One similar work costing not less than 80% of the estimated cost for one year (15 cr.) for interior & renovation works and 80 % of the estimated cost for one year (5 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 Security Cameras in all Campus, EPABX System, Laptop's, Desktop, and all IT related equipment's, 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, EPABX, 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 of existing Non-residential Building.

- 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 (a & b) both criteria shall be fulfilled.

- I. The past experience in similar nature of work should be supported by certificates issued by the client's organization.
- II. Existing building shall mean the completion certificate shall be considered for already constructed building where interior/ renovation and/or restoration works has been done by the tenderer. Building Newly constructed by bidder (along with interior/ renovation works) experience shall not be applicable in this case.
- III. The value of completion certificate for operation and maintenance works shall be considered for one year only for calculation of 40% (3 completion certificates), 50% (2 completion certificates) and/ or 80% (1 completion certificate) respectively.
- IV. 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.

2. 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- 2022-23, 2023-24 & 2024-25. 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., 2024-25, should be positive.
- The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets (FY- 2022-23, 2023-24 & 2024-25).

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.

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

Sr. No.	Criteria	Marks
(i)	Minimum Technical Eligibility Criteria as per NIT	02
(ii)	Two completion certificates of 80% of estimated cost (5 Cr. estimated cost per year) operation & maintenance (Pt. I – similar works) and 80% of estimated cost (15 Cr. per year) interior/renovation works (Pt. II (a) or (b))	05
(iii)	Three completion certificates of 80% of estimated cost (5 Cr. estimated cost per year) operation & maintenance (Pt. I – similar works) and 80% of estimated cost (15 Cr. per year) interior/renovation works (Pt. II (a) or (b))	10

Sr. No.	Qualification	Experience	Remarks	Marks
A	B.Tech in Civil Engineering	Minimum 5 years	To handle interior/renovation and O&M works related to civil works at site	05
B	B.Tech in Electrical Engineering	Minimum 5 years	To handle interior/renovation and O&M works related to electrical works at site	
C	B.Tech in Mechanical Engineering	Minimum 5 years	For O&M of mechanical equipment; deployed as required by AIIA	

Total Marks (Stage A): 15 Marks

1.2 STAGE-B: Project Execution

A.	O&M of Minimum Bedded Hospital	20 Marks
i.	Operation and Maintenance of minimum of 100 beddedHospital	03
ii.	Operation and Maintenance of minimum of 200 beddedHospital	10
iii.	Operation and Maintenance of more than 250 beddedHospital	20
B.	Restoration, Renovation and Furnishing Works and Interior Works& Operation & Maintenance Works	20 Marks
i.	Restoration, Renovation and Furnishing Works of minimumof 10 Cr Value and Interior Works of minimum of 8.00 Cr Value Operation & Maintenance works of building of minimum 2Cr.	03
ii.	Restoration, Renovation and Furnishing Works of minimumof 15 Cr Value and Interior Works of minimum of 11.00 Cr Value Operation & Maintenance Works of building of minimum 4Cr.	10
iii.	Restoration, Renovation and Furnishing Works of minimumof 20 Cr Value and Interior Works of minimum of 15.00 Cr Value Operation & Maintenance works of building of minimum 6 Cr.	20
C.	Operation & Maintenance Works	15 Marks
	(a) Relevant documents of Experience of work in a campus of 25Acre or more OR in an office Establishment, commercial office of 20 Acre or more completed/executed in a Central/State Govt. Organization/Autonomous Body/ Central Public Sector Undertaking/Commercial buildings	05
	(a) Relevant documents of Experience of work in a campus of 50Acre 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	15
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 ofthe 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 <i>(Presentation shall be carried out at AIIA Goa and date & time shall be informed 5 days prior to bidder vide email)</i>	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.	05 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.	05 Marks
(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
	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.

[SECTION – 4]

FINANCIAL PROPOSAL

NAME OF WORK: Comprehensive Operation & Maintenance works along with Interior / Renovation & Annual repair Maintenance works (ARMO) works at AIIA Goa

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 Security Cameras in all Campus, EPABX System, Laptop's, Desktop, and all IT related equipment's, Maintenance of Horticulture/landscaping works, (Housekeeping/Upkeeping as per requirement of AIIA) and any major or minor electromechanical modalities. Interior/ Restoration, Renovation works especially beautification of existing structure.	_____ %

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.

ANNEXURE – I**ACCEPTANCE OF BID CONDITION
(On the Letter Head of the Organization)**

To,

The Director

All India Institute of Ayurveda (AIIA) Dhargal,
Pernem, Manohar Airport Road, Goa-403513

SUB: Comprehensive Operation & Maintenance works along with Interior / Renovation & Annual repair Maintenance works (ARMO) works at AIIA Goa 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

ANNEXURE – II

UNDERTAKING
(On the Letter Head of the Organization)

To,

The Director

All India Institute of Ayurveda (AIIA) Dhargal,
 Pernem, Manohar Airport Road, Goa-403513

SUB: Comprehensive Operation & Maintenance works along with Interior / Renovation & Annual repair Maintenance works (ARMO) works at AIIA Goa

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.
3. Or
4. 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.
5. I/ We have not been black listed by any of the State/ Central Government Agencies or by the Court and I totally understand that if in any case I/ my organization has been blacklisted by any department/ organization in last 5 years, I shall not be eligible to participate in the tender. If found, I shall get blacklisted from your organization for next 5 years and the EMD shall also be forfeited.
6. I / We have not suppressed or concealed any information pertaining to works executed by us.
7. 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.
8. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.
9. 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.

ANNEXURE – III**Brief Description & Scope of Work****(Illustrative and Indicative Only)**

The All India Institute of Ayurveda (AIIA) under the Ministry of Ayush invites bids under the Quality cum Cost Based Selection (QCBS) system, on behalf of the Director, AIIA, from eligible Central/State/Public Sector Undertakings (PSUs)/ for entering into a Memorandum of Understanding (MoU) for undertaking Annual Repair and Maintenance (ARMO) / Special Repairs of Civil and Electrical works including operation and maintenance of Electrical and Electro-Mechanical services and Interior/Renovation works on deposit mode basis in Goa for a period of two (02) years, extendable for one (01) year subject to satisfactory performance and mutual consent.

1. Scope of Works**1.1 Operation & Maintenance Works**

1.1.1 Operation & maintenance of Electrical and Mechanical equipment.

1.1.2 Electrical substations and associated distribution systems.

1.1.3 VRV/VRF and HVAC systems (comprehensive maintenance).

1.1.4 Firefighting and fire alarm systems.

1.1.5 DG Sets and associated electrical infrastructure.

1.1.6 STP / ETP / WTP plants and sewage conveying systems.

1.1.7 Passenger and goods lifts.

1.1.8 Solar power plants and utilities.

1.1.9 RO plants and water treatment systems.

1.1.10 Audio-visual systems maintenance.

1.1.11 Access control, PA systems and security systems.

1.1.12 Civil and electrical maintenance of campus infrastructure.

1.1.13 CCTV and surveillance systems across campus.

1.1.14 EPABX, laptops, desktops and IT infrastructure maintenance.

1.1.15 Maintenance of Building and infrastructure

1.1.16 Horticulture and landscaping maintenance works.

1.1.17 Testing and report submission of all the electromechanical modalities as per prevailing GPCB Norms.

1.2 Interior & Renovation Works

1.2.1 Interior Works

1.2.1.1 Civil works

1.2.1.2 Electrical works

1.2.1.3 Audio-visual installations

1.2.1.4 Sanitary and plumbing works

1.2.1.5 HVAC works

1.2.1.6 Wi-Fi, LAN, EPABX and IT works

1.2.1.7 CCTV systems

1.2.1.8 Furniture and furnishing works

1.2.1.9 Lighting and acoustic works

1.2.1.10 Green wall / horticulture elements

1.2.1.11 Artwork, sculptures and decorative elements

1.2.1.12 Smoke detectors and safety installations

1.2.1.13 Ready-to-use office/conference room development

1.2.2 Restoration & Renovation Works

- Restoration, renovation and furnishing of buildings including interior and exterior areas.

2. General Scope of Work – AIIA Goa

2.1 Administrative block improvements including storage, pantry, reception development and temple construction.

2.2 OPD and Hospital block interior development including thematic installations and pharmacy storage.

2.3 Ceiling repairs and chiller pipeline insulation works.

2.4 Comprehensive waterproofing works.

2.5 Expansion joint treatment.

2.6 Silicone sealing of window perimeters.

2.7 Plinth protection works.

2.8 Protective shades over AHUs and open shafts.

2.9 ETP connectivity works.

2.10 RO wastewater storage tank installation.

2.11 Painting of entire campus.

2.12 Annapurna dietary development.

2.13 Open area shade structures.

2.14 Solar water heater installation at PG hostel.

2.15 Separate 33 KV power line installation.

2.16 Tensile shed construction.

2.17 Department renovation works.

2.18 Roof extension works.

2.19 Outer area and recreational development.

3. Additional Infrastructure & Facility Works

3.1 Construction of biogas plant for canteen waste management and food preparation support.

3.2 Construction of common kitchen in hospital block for medicine preparation.

3.3 Separate LT electrical connection for residential area.

3.4 Sub-meter installation in residential quarters.

3.5 Automated water supply line for residential buildings.

- 3.6 Stone pitching works wherever required.
- 3.7 Construction of garages for residential employees.
- 3.8 Supply and installation of VRV HVAC system in hospital block.
- 3.9 Gas pipeline connection with centralized gas bank.
- 3.10 Terrace shed construction for relocation of solar panels.
- 3.11 Construction of maintenance and estate department storehouse.
- 3.12 LT panel installation works.
- 3.13 Street lighting installation across campus.
- 3.15 landscape development & beautification of campus.
- 3.17 Wall paneling works.
- 3.18 Mural art and wall painting works.
- 3.19 Decorative lighting and artificial décor supply.
- 3.20 Seepage and leakage repair works.
- 3.21 False ceiling repair and renovation.
- 3.22 Construction of greenhouse and demonstration room.

4. Notes

- 4.1 The above scope is illustrative and not exhaustive.
- 4.2 Works may be added or deleted as per AIIA requirements.
- 4.3 Existing AMCs shall be handed over after completion or as decided by AIIA.
- 4.4 Individual work orders shall be issued separately.

5. Comprehensive Enabling Clause

The scope of work indicated herein is illustrative and not exhaustive. The executing PSU/Agency shall undertake all ancillary, incidental, and enabling works required for functionality, safety, integration and

operational readiness, whether explicitly mentioned or not. AIIA reserves the right to add, modify, omit or substitute any work during the MoU period on deposit mode basis as per GFR-2017 provisions.

6. Special & Particular Conditions

6.1 PSU shall maintain a separate bank account for AIIA funds and credit interest to AIIA.

6.2 Proper manpower attendance records shall be maintained.

6.3 Uniforms, safety gear and tools shall be provided by the agency.

6.4 The executing PSU/Agency shall deploy full-time qualified Engineers in Civil, Electrical and IT disciplines at site for supervision and monitoring of the Operation & Maintenance works throughout the contract period. At least one Engineer in each discipline shall be a regular employee on the rolls of the PSU/Agency, designated as the responsible officer for execution and supervision, and shall not be outsourced through third-party agencies. While supporting staff may be deployed as per PSU norms, overall responsibility shall remain with the PSU. An undertaking confirming compliance of the above shall be submitted by the PSU/Agency.

6.5 Complaint registers shall be maintained and monitored.

6.6 Work shall be executed in running hospital premises with minimal disruption.

6.7 Conditional bids shall be summarily rejected.

Sd/-

Director

All India Institute of Ayurveda (AIIA)

Annexure-IV

Memorandum of Understanding (MoU)

This Agreement made on this day of 2026 between the All India Institute of Ayurveda (AIIA) Dhargal, Pernem, Manohar Airport Road, Goa-403513 (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') and the term the 'BIDDER' 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 interior works at AIIA Goa." as deposit work as per terms and conditions set forth herein and whereas the BIDDER 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. DEFINITIONS

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

"Owner" means the (CLIENT).

"EXECUTING AGENCY" means the BIDDER responsible for executing the O & M works on behalf of the owner in the said premises.

"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

'Approval' means approval in writing by the designated officer of the Owner.

"CVC" means Central Vigilance Commission, Government of India

"CTE" means Chief Technical Examiner under CVC.

“C & AG” means Comptroller & Auditor General, Government of India.

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

2. SCOPE OF WORK:

The scope of work shall be strictly limited to the following services:

BIDDER 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 System, RO Plants, comprehensive maintenance of HVAC, Operation and Maintenance of AV works, Access Control, PA systems, security systems, Maintenance of Security Cameras in all Campus, EPABX System, Laptop's, Desktop, and all IT related equipment's, Maintenance of Civil & Electrical works, Maintenance of Horticulture/ landscaping works.

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

Interior works of office space including Civil, Electrical, Audio-Visual Works, Sanitary/ Plumbing Works, HVAC Works, WIFI, LAN, EPABX, 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.

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 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'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. RESPONSIBILITIES OF THE EXECUTING AGENCY

3.1 . The executing PSU/Agency shall carry out procurement through open, transparent and competitive tendering in accordance with the provisions of the General Financial Rules 2017 and

applicable vigilance guidelines. To ensure transparency, AIIA Goa shall nominate representatives from Administrative, Estate and Stores divisions who shall be associated at key stages of procurement including vetting of tender documents, pre-bid stage, bid opening (as observers) and review of evaluation reports. The PSU/Agency shall obtain concurrence of AIIA prior to publication of tender documents and submit comparative statements, rate justification and evaluation reports for review before award of work. In case of abnormal or uniform bidding patterns, limited competition or suspected cartelization, AIIA reserves the right to seek re-tendering or additional scrutiny, while the final responsibility for tendering, evaluation and award shall remain with the executing PSU/Agency.

- 3.2 The staff to be employed on O & M works shall be engaged by BIDDER through its contractor(s) on behalf of the owner. Further the said staff will be assessed by BIDDER 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/ its contractor(s).
- 3.3 "BIDDER" will be responsible for the proper maintenance of the said Premises. BIDDER 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 norms. In case a specialized agency is deemed necessary to be appointed, the owner shall issue requisite authority in favor of the BIDDER to enter into such agreements, on the Owner's behalf with such specialized agencies or contractor/ sub-contractors.
- 3.4 "BIDDER", on behalf of the Owner, will also undertake the supervision of the sub-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 operation and maintenance of the said Premises and/or any associated services.
- 3.5 If a specialized agency or Contractor is so appointed, ' BIDDER' 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" 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' 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 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 shall carry necessary maintenance works only after receiving express approval of the Owner.
- 3.8 BIDDER shall ensure the operation of services. As per scope of work defined in clause 2.0 (Annexure-IV) 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 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 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 for approval to Owner.

- 3.9 'BIDDER' 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 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 officers and other remarks appended on the same.
- 3.11 The BIDDER shall keep the Defect liability period as per the rules.
- 3.12 The BIDDER shall ensure that the Contractor shall comply with CPWD Works Manual, CVC Guidelines and GFR 2017.
- 3.13 The BIDDER shall ensure that the All the major CAMC works shall be executed only through OEM or OEM authorized agencies for respective electro-mechanical systems & allied services. Minimum uptime requirements: Lifts 98%, HVAC 97%, DG Sets 99%, Fire Systems 100% readiness. Comprehensive Operation & Maintenance of AIIA Goa campus including civil maintenance, electrical systems, substations, DG sets, HVAC chillers, lifts, fire systems, MGPS, STP/WTP/ETP, solar systems, RO systems, IT electrical infrastructure, and allied services.
- 3.14 The BIDDER shall ensure Service Level Agreements is monitored monthly. Penalties shall apply for manpower shortages, system downtime, delayed response, safety violations, and non-compliance with statutory requirements.
- 3.15 Repeated poor performance may lead to risk & cost action or contract termination.
- 3.16 The BIDDER shall ensure Wage escalation shall be allowed only as per CPWD wage index revisions applicable during contract period.
- 3.17 The BIDDER shall ensure **The Service Level Agreement (SLA) parameters, including applicable penalties for non-performance, delay, or deficiency in services, shall be mutually agreed upon between the Owner (AIIA) and the Executing Agency (PSU) at the time of signing of the Contract/MoU or as may be revised from time to time with mutual consent.**
- 3.18 **The Bidder (PSU) shall be responsible for enforcing such penalties on its appointed contractors, vendors, or sub-agencies, as the case may be, in accordance with the terms of their respective agreements. However, the PSU shall remain solely accountable to the Owner for overall performance and compliance with SLA requirements, and recovery of penalties by the Owner from the PSU shall be independent of any back-to-back recovery by the PSU from its contractors.**
- 3.19 **The Bidder (PSU) shall, carry out monthly testing of STP/ETP (before and after treatment) through a laboratory recognized by the Ministry of Environment, Forest and Climate Change under the Environment (Protection) Act, 1986, ensure compliance with prescribed standards, and submit the test reports to AIIA/concerned authority on or before the 15th of the succeeding month, along with periodic testing and compliance of DG, HVAC and other systems as per statutory norms.**

4. RESPONSIBILITIES OF THE OWNER

- 4.1 The OWNER shall be responsible for giving necessary authorizations to BIDDER for securing necessary approvals from local bodies and/or statutory authorities. Further if so, required by the BIDDER, the Owner will assist the BIDDER 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 at their own cost.
- 4.3 The Owner, in terms of this agreement and upon receipt of express request from BIDDER, 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 will not be held liable for any consequent delay or failure to render any services and/or maintenance works so defined in this agreement.
- 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.
- 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 Office for the maintenance staff which may be stationed in the said premises.
- 4.7 The Owner shall pay BIDDER 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. 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 two (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.

6. 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' shall be paid to fill% (..... percent) of actual expenditure incurred on such contract, to cover BIDDER'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 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 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.

Estimated Cost: ₹40,00,00,000/- (Rupees Forty Crore Only)

- ₹10,00,00,000/- towards O&M Manpower Supply, CAMC and routine maintenance services.
- ₹30,00,00,000/- towards Civil & Electrical Repair, Renovation and Improvement Works.

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' work site(s) for use on the work.
- b) Cost of manpower engaged by 'BIDDER' 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' 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' 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' from its own resources or alternatively hired through an Agency for proper functioning of the services & maintenance office. In the event of 'BIDDER' arranging such services through its own resources, the charges will be fixed as per 'BIDDER' 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' 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, the same shall be reimbursed to BIDDER with their handling charges 10% (Ten percent only) on the said services.

j) 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

7. MODE OF PAYMENT

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

8. DELAY IN PAYMENT BIDDER

'BIDDER' 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' 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' for various services/special repairs if any.

9. FORCE MAJEURE

Notwithstanding the aforesaid, the BIDDER 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 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 shall be payable by the Owner.

The BIDDER, 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 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 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 borne by the 'Employer', However BIDDER 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 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 (All India Institute of Ayurveda) Witness:		For and on behalf of(Bidder/ PSU)
1.	1.	
2.	2.	

Annexure V**DETAILS OF BIDDER**

1 NAME OF TENDERING COMPANY / FIRM / BIDDER:

2 NAME OF OWNER / DIRECTORS / PROPRIETOR:

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

S.No.	Description	To be filled by Agency
1	Name of Work	Operation & Maintenance works along with renovation/ interior works at AIIA Goa.
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

Annexure VI**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No.: _____

Date: _____

To,
 The Director
 All India Institute of Ayurveda (AIIA) Dhargal,
 Pernem, Manohar Airport Road, Goa-403513

Subject: Performance Bank Guarantee for

Contract at AIIA Goa

Whereas M/s _____ (hereinafter called “the Contractor”) has been awarded the work of:

“Operation & Maintenance of Infrastructure Services at Satellite Centre of All India Institute of Ayurveda (AIIA), Goa”

vide Agreement No. _____ dated _____ (hereinafter called “the Agreement”).

AND WHEREAS, as per the terms of the Agreement, the Contractor is required to submit a Performance Guarantee for an amount of:

₹ _____ (Rupees _____ only) being _____ % of the Contract Value.

We, _____ Bank, having its registered office at _____ and branch at _____, do hereby:

1. Undertake Guarantee

We irrevocably guarantee and undertake to pay to AIIA, Goa an amount not exceeding:

₹ _____ (Rupees _____ only)

against any loss or damage caused to or suffered by AIIA due to failure of the Contractor in performing contractual obligations under the Agreement.

2. Unconditional Payment Clause

We undertake to pay the above amount without any demur, delay, or objection, merely on a written demand from AIIA stating that the Contractor has failed to perform contractual obligations.

3. Validity of Guarantee

This Bank Guarantee shall remain valid up to _____ (Date), covering contract period + defect liability/maintenance period + 60 days claim period.

4. Claim Period

Any claim under this guarantee must be made on or before _____ (Date).

5. Extension Clause

We undertake to extend the validity of this Bank Guarantee as and when requested by AIIA, before its expiry.

6. Non-Revocation Clause

This guarantee is irrevocable and shall remain in force until all obligations under the Agreement are duly fulfilled.

7. No Variation Impact

Any change in scope, terms, or value of the contract or extension of time shall not affect this Bank Guarantee.

8. Change in Constitution

This guarantee shall not be affected by any change in the constitution of Contractor, AIIA, or Bank.

9. Governing Law & Jurisdiction

This guarantee shall be governed by laws of India and courts at Goa/Panaji shall have jurisdiction.

10. Mode of Issue

This Bank Guarantee shall be issued through SFMS with IFSC Code and confirmation to AIIA.

For and on behalf of Bank

Signature: _____

Name: _____

Designation: _____

Branch Seal

Witness:

1. _____

2. _____

Annexure VII

FORMAT FOR INTEGRITY PACT

(On Rs. 100 stamp paper)

This Integrity Agreement is made at on this day of 20.....

BETWEEN

All India Institute of Ayurveda, Dhargal, Goa (AIIA, Goa) (Hereinafter referred as the Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Contractor/Bidder/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for..... (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the AIIA, Goa all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the AIIA, Goa interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days" notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 2 Years after the completion of work under the contract or till the continuation of tender or DLP, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIA, Goa.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Bidder is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated:

SECTION 17 – BIDDER CHECKLIST

- ☐ Tender Fee / EMD Submitted
- ☐ PAN & GST Registration
- ☐ EPF & ESIC Registration
- ☐ Work Experience Certificates
- ☐ Financial Turnover Certificates
- ☐ OEM Authorization Letters
- ☐ Manpower Deployment Plan
- ☐ Signed Tender Document
- ☐ Integrity Pact
- ☐ Undertaking for Non-Blacklisting