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A.I.I.M.S.

NATIONAL DRUG DEPENDENCE TREATMENT CENTRE  
ALL INDIA CNSTITUTE OF MEDICAL SCIENCES

Short Rate Enq uiry No. 04/NDDTC/17-18/ST

Date: 20-02-2018

Subject: Short Rate enquiry for the procurement of staff bus for NDDTC, AllMS Ghaziabad - Reg.  
Sealed quotations are invited by post /per bearer for the supply of following item.

Sr No.	Name of Item	Quantity required
I.	Bus	I Number

The quotation should reach this office on or before 07-03-2018. Up to 12.00 Noon duly sealed marked Rate enquiry No. 04/NDDTC/17-18/st. All quotation should be type written. Quotation written in pencil or ink will not be entertained. Quotations with eraser /overwriting will be deleted from the list of participants. The rates should be valid at least for three months or till finalization of the centralized rate contract for these items. Percentage of VAT must be indicated along with the rates.

The quotations may please be addressed to Store officer, National Drug Dependence treatment center, All India Institute of medical science, Sector 19, C.G.O Complex -II, Kamla Nehru Nagar, Ghaziabad, Pin -201001,(U.P.)

The approved vendor has to supply the items within 30-45 days but in case of exigency the delivery period can be reduced from the date of issue of the supply order. Approved firm has to supply the items after issue of the confirmed supply order.

The vendor must quote the above items of original make only, in case found defective, the same will be rejected and will be replaced without any extra cost.

Firm should submit the authorization certificate from the principle manufacturer. Firm also submit undertaking that rates quoted by them not higher than those, which are charged from other Govt./Semi Govt in India.

If required, the department has reserved the right to call the firm to provide sample of their offered product for quality verification before/after opening the quotation. If offered item does not compatible/suited with the requirement the bid may be rejected. Also if the company fails to provide the sample within 2-4 days of requisition, the bid will be rejected.

The quotation against rate enquiry will be opened on 07-03-2018 on 12.00 Noon in the office of Store officer, 2nd Floor Admin. Block, NDDTC, Ghaziabad in the presence of the tenderers, who are present due for opening at 12:30 Noon on 07-03-2018.

  
For Chief  
NDDTC, Ghaziabad

**TECHNICAL SPECIFICATIONS FOR CNG ENGINE, BS-IV, AIR  
CONDITIONED BUS FOR NDDTC, GHAZIABAD**

<b>CHASSIS SPECIFICATIONS</b>		
SI. No.	Part	Specifications
1	Engine	BS-IV, CNG Engine
2	Min. Power	120 HP
3	Min. Torque	250 Nm @ 1500 or above rpm
4	Gear Box	Synchromesh, 5 Forward + 1 Reverse
5	Steering	Power Steering
6	Suspension (front & rear)	Pneumatic / Spring loaded / Rubber ended
7	Breaking system	Air Brakes with ABS
8	CNG Cylinder capacity	Minimum :4 cylinders
<b>BODY SPECIFICATIONS</b>		
1	<b>COMPLIANCE</b>	<b>CONFIRMITY TO GSR 287(E), CENTRAL MOTOR VEHICLES(4TH amend.)Rules,2015 and BUS BODY CODE AIS-052(With all amendments till date)</b>
2	Seating Layout	2X2 with extra Aisle, leg and above head space
3	Seating Capacity	36 or more
4	Seat Type	Semi Reclining
5	safety features	emergency door and exits as per norms

**NATIONAL DRUG DEPENDENCE TREATMENT CENTRE**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

**ANSARI NAGAR, NEW DELHI-110 029**

**NOTICE INVITING TENDERS (NIT)**



(1) F. NO.

On behalf of The Director , ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS), Ansari Nagar, New Delhi-110 029, invites sealed tenders in two bid system (Technical bid and financial bid) from reputed, eligible and qualified firms/manufacturers for supply of following Goods:

S. No.	Tender Enquiry Number	Brief Description of Goods (Item name)	Qty.	Tender fee (in Rs.)	Amount of Bid Security (in Rs. )
1.	F.No. _____	01 (One) Air conditioned Bus propelled by CNG . Conforming to BS-IV emission standard .	01	500/-	Rs.40000/-
Last date for sale of tender documents		<u>06-03-2018</u> upto <u>4.00</u> p.m.			
Date of pre-bid conference/meeting with prospective bidders. (Venue for meeting: In the office of Store officer, 2nd Floor Admin. Block, NDDTC, Ghaziabad.		<u>07-03-2018</u> at <u>12.30</u> p.m.			
Closing date & Time for Receipt of Bids:		On or before <u>07-03-2018</u> (upto 12.00 Noon)			
Date, Time and place for opening of technical bids:		<u>07-03-2018</u> at 12.30 P.M. In the office of Store officer, 2nd Floor Admin. Block, NDDTC, Ghaziabad.			

(2) Tender Enquiry Documents may be purchased on payment of non-refundable fee (as mentioned above in Indian currency by way of Demand Draft drawn in favor of 'Account Officer, NDDTC, AIIMS, drawn payable at New Delhi. (Postal Orders/Cash are not acceptable).

(4) If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic bidders, for which extra charges per set will be Rs.100/- for domestic post. The bidder is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

(5) The bidders may also download the tender documents directly from the website available at [www.aiims.ac.in](http://www.aiims.ac.in), [www.aiims.edu](http://www.aiims.edu). and [www.tenders.gov.in](http://www.tenders.gov.in). in such case, the bidders are required to submit the tender cost fee of Rs.(as mentioned in NIT) (Non-refundable) by way of separate

demand draft drawn in favour of '**Account officer**', **NDDTC ,AIIMS payable at New Delhi** for each tender separately and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically superscribe, "downloaded from the website" on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.

(6) It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or by courier or by person, are dropped in the office of Store officer, 2nd Floor Admin. Block, NDDTC, Ghaziabad or received by the closing date and time stipulated above in the Para 2 for receipt of Bid, failing which the bid would be considered late and rejected. The bids dropped in the other section/departments/Centers of AIIMS, will not be considered for submission and such bids will be summarily rejected.

(7) The bid security as mentioned above will have to be deposited through Bank Guarantee. /Demand Draft drawn in favor of the "**Account Officer, NDDTC, AIIMS**" along with the tender (Technical Bid). No interest is payable on Bid Security.

(8) The Tender Enquiry document is not transferable.

(9) In the event of any of the above mentioned dates being declared as a holiday / closed day for AIIMS, the tenders will be sold/received/opened on the next working day at the prescribed venue and time.

Please visit our website at **[www.aiims.edu](http://www.aiims.edu), [www.aiims.ac.in](http://www.aiims.ac.in), & [www.tenders.gov.in](http://www.tenders.gov.in)**. for further details of this tender.

**Store Officer (NDDTC)**

**NDDTC, AIIMS Ghaziabd-201002**

**NATIONAL DRUG DEPENDENCE TREATMENT CENTRE  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
ANSARI NAGAR, NEW DELHI-29**

**TENDER DOCUMENT**

**FOR SUPPLY OF ONE AIR CONDITIONED BUS PROPELLED BY  
CNG & CONFORMING TO BS-IV EMISSION NORMS.**

## **CONTENTS OF TENDER DOCUMENT**

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**SECTION: I**

**NOTICE INVITING TENDER (NIT)-**

**NATIONAL DRUG DEPENDENCE TREATMENT CENTRE  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
ANSARI NAGAR –NEW DELHI -29**

**TENDER NOTICE**

National Drug Dependence Treatment Centre, All India Institute of Medical Sciences, New Delhi invites Tender from vehicle manufacturers or their authorized dealers/ Stockiest authorized by the manufacturer to quote on their behalf for this tender for purchases of 01 (One) Air conditioned Bus propelled by CNG, Conforming to BS-IV emission standard as per technical specifications attached herewith on section IV.

**Eligibility Criteria:**

Only CNG engine bus manufacturers or their authorized dealers/ Stockiest authorized by the manufacturer to quote on their behalf, shall be eligible to participate .

**Submission of Bids:**

The tenders must be submitted in two parts on or before -07-03-2018-- time ---12.00-noon.----. The technical /financial bid will be opened on -07-03-2018-- at –12.30—p.m.- hours. The detailed terms and conditions of the tender can be downloaded from the All India Institute of Medical Sciences, New Delhi official website: [www.aiims.ac.in](http://www.aiims.ac.in), [www.aiims.edu](http://www.aiims.edu)

The Competent Authority reserves all rights to reject / accept the tender without assigning any reason.

## SECTION-II

In this tender the following words (s), unless repugnant to the context or meaning thereof, shall have the meaning (s) assigned to them herein below:

**“Deadline for Submission of Bids”** shall mean the last date and time for receipt of Bids as set-forth in this tender document or such other date/time as may be decided by All India Institute of Medical Sciences, New Delhi in its sole discretion and notified to the bidders by dissemination of requisite information in this regard.

**“Bid Process”** means the process of selection of the successful bidder through competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the tender document.

**“Letter of acceptance”** shall mean the purchaser will inform to the bidder who qualifies the Technical & Financial bid stage of this Tender

**“Agreement”** means the document signed between the All India Institute of Medical Sciences, New Delhi and the successful bidder and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract and to whom a supply order is consequently issued by National Drug Dependence Treatment Centre, All India Institute of Medical Sciences, New Delhi.

**“Effective date”** of the agreement shall mean the date on which the ‘Letter of Acceptance (LOA) shall be dispatched by the Purchaser:

**“Delivery of Air Conditioned CNG Bus”** shall be deemed to take place only if the Bus is delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer if so provided in the Contract to-

- a. The Consignee at its premises/site OR
- b. Where so provided, the interim consignee at its premises.



## **SECTION III**

### **TERMS & CONDITIONS FOR SUBMITTING TENDER FOR SUPPLY OF NEW AIR CONDITIONED CNG ENGINE BUS MEETING BS-IV EMISSION NORMS.**

#### **1- GENERAL**

1.1-National Drug Dependence Treatment Centre, All India Institute of Medical Sciences, New Delhi invites Tender from manufacturers or their authorized dealers/ Stockiest authorized by the manufacturer to quote on their behalf for this tender for purchases of 01 (One) Airconditioned Bus propelled by CNG engine , Conforming to BS-IV emission norms as per technical specifications attached herewith on section –IV.

2.1-Complete bid in the prescribed format should be submitted on or before the time and date fixed for submission of bid. The tenderer along with its quotations must also submit a certified copy of its latest income Tax clearance certificate and other documents related to registration of firms

2.3 Brokers and middlemen are not eligible for participation in the bid in any way.

#### **2-ELIGIBILITY CRITERIA**

Only CNG engine bus manufacturers or their authorized dealers/ Stockiest authorized by the manufacturer to quote on their behalf, shall be eligible to participate

#### **3-COST OF DOCUMENT**

The tender documents can be downloaded from the official **website** [www.aiims.ac.in](http://www.aiims.ac.in), [www.aiims.edu](http://www.aiims.edu).

The tender documents can be downloaded free of cost, however, the tender fee of Rs- 500/-(Rs. Five hundred only) (non-refundable) against the tender documents, has to be paid by the bidder in the form of Demand Draft, payable to ‘Account Officer, NDDTC, AIIMS, New Delhi with the bid. \_

#### **4-DOCUMENTS / ITEMS COMPRISING THE BID**

The proposal shall be submitted by the Bidder in two Bids viz. Technical Bid and Financial Bid.

4.1-Technical bid shall be submitted along with EMD and all other documents as well technical and commercial information required in accordance with the Tender document.

4.2-Financial Bid shall consist of only Price Schedule in the prescribed formats as per section-VI

#### **5-TECHNICAL SPECIFICATIONS**

4.1-The Air conditioned CNG engine bus requires against this bid shall conform to the Technical Specifications of the Tender Document. **(Refer Section-IV).**The bidder has to clarify in the each parameter of the specifications about its product, whether the offered model / product is meeting out

the requisite specifications or not. If not, meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

4.2- The CNG engine bus shall comply with the requirements of Centre Motor Vehicle (Amendments) Rules 2015, as amended time to time and Utter Pradesh Motor Vehicle rules (UPMVR). **CONFIRMITY TO GSR 287(E), and BUS BODY CODE AIS-052(With all amendments till date)** The model of CNG engine bus shall be approved by the department of transport ,Utter Pradesh for registering the bus in Ghaziabad, Utter Pradesh (UP).

4.3- The Bidder must submit a certified copy of the approval of CNG engine bus by department of transport ,Utter Pradesh for registering the bus in RTO Ghaziabad (UP).

#### **6-EARNEST MONEY DEPOSIT (EMD)**

6.1-The Bidder shall furnish “Earnest Money Deposit” (EMD) of Rs. 40,000/. (Rs. Forty thousand only ), w.r.t bid CNG engine Bus as part of his Bid. The EMD shall be sealed in a separate sealed envelope super scribed “Earnest Money Deposit ‘’ for Bid due on ----- -- **upto -----hours** for CNG engine bus to be deposited. The Earnest Money Demand (EMD) should be in the form of ‘’ Account payee Demand Draft’’ payable in favor of “Account Officer, NDDTC, AIIMS, New Delhi payable New Delhi.

6.2-Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be –liable to be rejected by the Purchaser considering it as non-responsive.

6.3- No interest will be payable by the Purchaser on the bid security.

6.4- The EMD is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid.

6.5 –The decision of Purchaser in this respect shall be final and binding.

#### **7-DISCHARGE OF EMD OF UNSUCCESSFUL BIDDERS(S)**

The EMD of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of the Bid validity period and / or within 30 days from the date of signing the agreement with the successful bidder.

#### **8-DISCHARGE OF EMD OF SUCCESSFUL BIDDER(S)**

8.1-The bid security of the Successful Bidder(s) shall be discharged only after the successful bidder(s) furnishes the Contract Performance Security as required.

8.2-If the successful Bidder(s) fails to furnish the Contract Performance, Security within the requisite period as specified in the ‘General Conditions of Contract’, then the bid Security shall be liable to be forfeited by the Purchaser, in addition to any other actions as per terms and conditions

Stipulated in this Document.

### **9-PRICE**

9-1 Financial bid/proposal should be as per the format. **(Section-VI)**.

9-2-The price for the Air Conditioned CNG engine bus shall include a complete break-up showing the basic price, excise duty, other levies, sales tax, forwarding charges, freight and insurance charges and other charges, if any, shall also be given. Government levies / duties / taxes on the CNG Bus as applicable on the date of opening of price bids will be considered for evaluation.

9.3- In case there is variation in the statutory levies / taxes during the period of the contract, the same will be payable at actual to the bidder subject to the delivery is arranged within the agreed delivery schedule.

9.4-The price quoted shall be firm and not subject to any upward variation except for the variation in statutory levies & duties.

### **10.-TRANSIT INSURANCE**

Transit insurance of the bus will be got done by the firm and is to be included in the offered rates.

### **11- BID VALIDITY**

11.1-The bid shall remain valid for a period of 180 days from the specified date of bid opening of financial bid.

11.2-In exceptional circumstances prior to expiry of the original bid validity period, the Purchaser may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However, this bid may be rejected by the Purchaser on such refusal.

### **12-TWO BID SYSTEM**

12.1-Technical bid of the Performa of shall consist submission of Bid with EMD, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the tender document.

12.2-Financial Bid shall contain only the price schedule in the prescribed format, as per **Section-VI (CNG Bus)** of the Tender document.

### **13-MODIFICATION, AND WITHDRAWAL OF BIDS**

The Bidder has the discretion to modify or withdraw his bid after submission, but before the last date and time fixed for submission of the bids.

### **14-BID OPENING**

The Technical Bids of all the Bidders will be opened by the Purchaser at time, date and place

indicated in the Bid Documents. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the same time and location on the next working day

### **15-CLARIFICATION OF BID**

To assist in the examination, evaluation and comparison of Bids, the Purchaser may, if necessary, ask the Bidders individually for clarification of their bids, including break-up of prices.

### **16-DETERMINATION OF RESPONSIVENESS**

16.1-The Purchaser will determine whether each bid is responsive to the requirements of the bid documents. A responsive bid is one which conforms to all the terms & conditions and specifications of the Bid Documents without any material deviation or reservation.

16.2-The bidder shall have to clearly specify the deviation, if any. "Deviation" may include exceptions exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited.

16.3.A material deviation or reservation is one which effects in any way the scope, quality, performance or administration of the contract by the Bidder, or which limits in any way, inconsistent with the Bid Documents the purchase rights or the Bidder's obligations under the contract, and the rectification of which would affect unfairly the competitive position of other Bidders presenting responsive Bids at reasonable prices.

16.4-If a Bid is not responsive to the requirements of the Bid Documents it will be liable to be rejected by the Purchaser. The decision of the Purchaser in this respect will be final and binding on the bidder.

### **17-EVALUATION AND COMPARISON OF BIDS**

17.1-The Purchaser will evaluate and compare only those Bids determined to be responsive to the requirements of the Bid Document. The Bidders are required to provide all technical details, as these are required for evaluation purpose as per this tender document. Bids received without full & complete specification are liable to be rejected.

17.2The Purchaser shall go through and evaluate the Technical bids and advise accordingly only those Bidders whose bids shall be found responsive to the requirements of the Bid Document, financial Bids of only such Bidders will be opened at the time & date to be notified later to individual successful Bidders (successful in technical bid).

17.3-The price/financial bids of other Bidders, who do not qualify as a result of Technical evaluation, shall not be opened. The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who have offered the prices complete in all respect as per the tender document.

## **18-AWARD OF CONTRACT: AWARD CRITERIA**

Subject to the above, the Purchaser will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the tender document and whose offer on evaluation has been determined to be the lowest acceptable offer.

## **19-PURCHASER RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any Bid, and to annul the Bid Process and reject all Bids without assigning any reason.

## **20-NOTIFICATION OF AWARD**

Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder through fax / mail to confirm in writing by Registered/Speed Post as well online that his Bid has been accepted. This letter hereinafter and in the General Conditions of Contract called '**Letter of Acceptance**

## **21-SIGNING AND ACCEPTANCE OF LETTER OF ACCEPTANCE**

Upon receipt of the **Letter of Acceptance** the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 14 days from the date of receipt of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Purchaser. Upon return of '**Letter of Acceptance** from the successful Bidder, Contract in accordance with the Tender Document, shall have to be signed by both the parties.

## **22-PERFORMANCE SECURITY**

22.1-The Contractor/Bidder shall furnish Performance security en-cashable at New Delhi in the shape of a Bank Guarantee in the Performa prescribed in the tender document alongwith the acceptance of supply order, for an amount equivalent to 10% of the value of the contract as per section VI in Indian Rupees.

22.2-The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Bidder in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser.

22.3The Performance, Security Deposit submitted by the supplier will remain valid at least for 60 days beyond the guarantee/warranty period.

### **23-CONTRACT**

The contract shall be for the supply of CNG engine bus of the descriptive specifications and in the quantities set forth in the document. The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser.

### **24- DELAY PENALTY**

Any delay on the part of the firm for supplying the bus after the scheduled delivery period will attract a delay penalty @ 2% of the value of delayed supply per month of delay or part thereof. However, the maximum delay penalty will be limited to 10% value of delayed supply of bus

### **25-TERMINATION OF CONTRACT**

The Purchaser may, without prejudice to any other remedy for any breach of any terms /condition of the contract, by written notice of default of **15 days** sent to the Contractor/Bidder, terminate the contract

I-If the Contractor/Bidder fails to deliver the bus within the delivery schedule (s) specified in the contract, or any extension thereof granted by the Purchaser.

II-If the Contractor/Bidder fails to perform any other obligation (s) under the contract.

### **26-DELIVERY OF AIR CONDITIONED CNG ENGINE BUS**

26.1-The delivery of Air Conditioned CNG engine bus BS –IV is to be completed within the contracted delivery schedule of 30 days (one month) from the date of issue of confirm supply/Purchase Order. If the Contractor/Bidder fails to complete the supplies within contracted delivery period of 30 days, the Purchaser shall take actions as per General Conditions of Contract.

26.2- **The Contractor/Bidder shall, as may be required by the Purchaser, deliver at the place detailed in the purchase order .**

26.3-The CNG bus shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties would be imposed as per penalty clause.

26.4- The Purchaser shall not be liable to render assistance to the Contractor/bidder in securing or in arranging or providing transport for the ordered CNG engine Bus .

26.5-The time allowed for and the date specified in the contract or as extended, for the delivery of the CNG bus shall be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

26.6 A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery of CNG bus , the Purchaser at his discretion may take any one or all of the following actions :

- a) Terminate the Contract for unsupplied quantity, and/or
- b) Forfeit the Performance Guarantee: and/or

- c) Extend the delivery period for the unsupplied quantity with imposition of pre Estimated liquidated damages.

26.7-If at any time during performance of the Contract, the Contractor/Bidder should encounter conditions beyond his control impeding timely delivery of the CNG bus , the Contractor/Bidder shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser may evaluate the situation and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses.

## **27-SETTLEMENT OF DISPUTE AND ARBITRATION-**

### **27.1-Amicable Resolution**

(A) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth here below.

(B) Either Party may require the Dispute to be referred to The Director, All India Institute of Medical Sciences, New Delhi for amicable settlement. Upon such reference, both the Parties and the Director or his nominee shall meet at the earliest mutual convenience and in any event within 7 (seven) days of such reference to discuss and attempt to amicably resolve the dispute. If the dispute is of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 7 (seven) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

### **27.2-Arbitration-**

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

(b)**Place of Arbitration:** The place of arbitration shall be New Delhi.

(c) **Language** The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d)**Procedure** The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance **with** the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) **Enforcement of Award:** Any decision or award resulting from arbitration shall be final and binding upon the Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) **Fees and Expenses** The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said party.

(g) **Performance during Arbitration:** Pending the submission of and / or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

### **28-INSPECTION OF CNG BUS AT DESTINATION STATION**

On receipt of the CNG engine Bus at the place of delivery, the bus shall be jointly inspected by the Contractor/Bidder and the Purchaser for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, occurred during the transportation of the chassis to the destination, if any, shall be noted and the Contractor/Bidder shall be initiated for immediate rectifications.

### **29-PAYMENT TERMS**

100% payment within 30 days from the date of satisfactory receipt of stores at consignee location.

### **30-WARRANTY**

The Contractor/Bidder will be responsible for any defect or failure of CNG engine Bus or equipment provided in the bus due to defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for bus from the date of placement in service after registration from Transport Department. The rectification / replacement of failed components / equipment will have to be undertaken by the Contractor/Bidder free of charge. The Contractor/Bidder shall collect the failed & defective components/equipment from the Purchaser's site and send them to the works of the supplier at the cost and responsibility of the Contractor / Bidder.



**SECTION –IV**  
**TECHNICAL SPECIFICATIONS FOR CNG ENGINE, BS-IV, AIR CONDITIONED BUS**  
**FOR NDDTC, GHAZIABAD**

<b>CHASSIS SPECIFICATIONS</b>		
<b>Sl. No.</b>	<b>Part</b>	<b>Specifications</b>
1	Engine	BS-IV, CNG Engine
2	Min. Power	120 HP
3	Min. Torque	250 Nm @ 1500 or above rpm
4	Gear Box	Synchromesh, 5 Forward + 1 Reverse
5	Steering	Power Steering
6	Suspension (front & rear)	Pneumatic / Spring loaded / Rubber ended
7	Breaking system	Air Brakes with ABS
8	CNG Cylinder capacity	Minimum:4 cylinders
<b>BODY SPECIFICATIONS</b>		
1	<b>COMPLIANCE</b>	<b>CONFIRMITY TO GSR 287(E), CENTRAL MOTOR VEHICLES(4<sup>TH</sup> amend.)Rules,2015 and BUS BODY CODE AIS-052(With all amendments till date)</b>
2	Seating Layout	2X2 with extra Aisle, leg and above head space
3	Seating Capacity	36 or more
4	Seat Type	Semi Reclining
5	safety features	emergency door and exits as per norms

## SECTION V

### SCHEDULE OF REQUIREMENTS (SOR)

<b>Item</b>	<b>Description of Work</b>	<b>Tendered Quantity (in nos.)</b>	<b>Period of supply of Buses</b>	<b>Consignee</b>	<b>Earnest Money Deposit (EMD)</b>
1	<b>One CNG engine bus ,conforming to BS-Ivemission norms</b>	<b>01 (One)</b>	30 days from the date of issue of supply order	NDDTC,Ghaziabad  Or as per supply order	Indian Rupees Rs.40,000

## **Section-VI**

### **Part-A**

#### **Format for Financial Bid/proposal for Bus**

We hereby offer to supply the following items at the price indicated below:-

**Name of Work: Tender for the purchase of Air Conditioned CNG engine bus, conforming to BS-IV emission Norms .**

**Contact No:**

**Name of the Bidder:-**

#### **SECHEDULE OF WORK**

<b>Sr.</b>	<b>Description</b>	<b>No. of</b>	<b>Unit</b>	<b>Rate for CNG Engine bus chassis in figure/words</b>		<b>Amount</b>	
<b>No.</b>		<b>Qty.</b>		<b>Figures</b>	<b>Words</b>	<b>(Rs.)</b>	
1.	(Rate inclusive of all Taxes and Govt. Levies.)						

**NOTES:-**

- Bid shall be submitted in two bids system and Bid shall be complete in all respects.
- Bidders shall quote the price as per tender document and also give the detailed breakup of the above quoted price.

**Signature with seal of the Bidder**

## Section-VII

### Performa for Performance Guarantee

We \_\_\_\_\_ (hereinafter called the Bank) at the request of the Supplier do as primary obliger and not merely as surety, hereby irrevocably and absolutely undertake against any loss or damage caused or suffered to the Chief, NDDTC., AIIMS, New Delhi (hereinafter called Purchaser) by reason of any failure of the Supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the Purchaser in the terms of the contract.

We the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused or would be caused to the Purchaser by reason of any breach by the Supplier of any terms and conditions or by reason of the supplier failure or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee which shall not be considered as satisfied by any intermediate payment or satisfaction of any part or of obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding 10% of the total value of the contract.

We the Bank undertake to pay the Purchaser the amount so demanded by the Purchaser notwithstanding any dispute or difference between the Purchaser and the Supplier or any other person or unenforceability of the contract.

We the Bank further agree that the guarantee herein contain shall be continued and remain in full force during the period that would be taken for the performance of the said contract and till all the dues of the Purchaser under the contract have been fully paid and its claims satisfied for which the Purchaser shall issue due certificate.

We the Bank agree and undertake that any claim which the Bank may have against the Supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior consent of the Purchaser exercise any legal right or remedies of any kind in respect of any such payment or performance so long as the obligation of the Bank hereunder stands, regardless of the insolvency or bankruptcy of the Supplier.

This guarantee will not be disrupted due to the change in the constitution of the Bank or the Supplier. We the Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The dispute relating to this Bank Guarantee shall be resolved as per the terms and conditions of the contract.

Signature and Seal of the Bank

**SECTION –VIII  
FORMAT FOR TECHNICAL SPECIFICATIONS**

**1 .1 Details of Vehicle Manufacturer**

Sl. No.	DESCRIPTION
1.1	Vehicle Manufacturer Name & Address
1.2	Telephone No.
1.3	Fax No.
1.4	E mail Address:
1.5	Contact person:
1.6	Type & General Commercial Description (s):
1.7	Plant/(s) of Manufacture:

**1.2 CNG engine Bus specifications**

SN	Item	Specifications
1	<b>Engine</b>	
	Type	
	Horse Power	
	Torque	
	Location	
	Fuel	
	Emission norms	
2	<b>Clutch</b>	
3	<b>Gear Box</b>	
4	<b>Rear Axle</b>	
5	<b>Front axle</b>	
6	<b>Steering</b>	
7	<b>Suspention system</b>	
	Front	
	Rear	
8	<b>Breaking system</b>	
9	<b>Electrical system</b>	
10	<b>Tyres</b>	
11	<b>Gvw</b>	
11	<b>Fual tank</b>	
12	<b>Bus length</b>	
13	<b>Bus width</b>	
14	<b>Turning circle</b>	
15	<b>Wheel base</b>	
16	<b>Front overhang</b>	
17	<b>Rear overhang</b>	
18	<b>Min. ground clearance</b>	

## SECTION –IX

### WARRANTY OF THE CNG ENGINE BUS AGGREGATES ACCEPTED BY VEHICLE MANUFACTURERS

Sl.No.	Item	Guarantee		Warranty	
		In Kms.	In Months	In Kms.	In Months
1	Engine				
2	Oil Filter				
3	Air Filter				
4	Gear Box				
5	Clutch				
6	Front Axle				
7	Rear Axle				
8	Steering				
9	Air suspension				
10	Battery				
11	Alternator				
12	Self- starter				
14	Others				

**SECTION –X**

**TENDER NO .....**

**DATED .....**

**TENDER FOR PURCHASE OF ONE AIR CONDITIONED BUS PROPELLED BY CNG & CONFORMING TO BS-IV EMISSION NORMS.**

From:.....  
.....  
.....

To,  
The Chief ,  
National Drug Dependence Treatment Centre ,  
All India Institute of Medical Sciences,  
Ansari Nagar ,New Delhi -110029

***Sub: Tender for Purchase of one air conditioned bus propelled by CNG and conforming to BS-IV emission norms***

Dear Sir,

With reference to your Tender Notice published in the news paper/AIIMS website, I/We hereby tender to supply one air conditioned bus propelled by CNG and conforming to BS-IV emission norms to National Drug Dependence Treatment Centre, All India Institute of Medical Sciences, Ghaziabad ,UP as per your bill of quantity and Terms & Conditions enclosed.

I\We have read the Terms and Conditions of tender attached with the Tender Form, and agree to abide by them. An earnest money of Rs 40,000 (Rs-Forty Thousand Only ) in the Form of Demand Draft No: date: drawn on ..... is enclosed along with the Bill of quantity, Terms and Conditions and Tender Form duly signed and stamped.

The security in shape of earnest money and bank guarantee can be forfeited by National Drug Dependence Treatment Centre, All India Institute of Medical Sciences if I/We fail to fulfil the conditions of Tender in case an order is placed on me/us or the offer is withdrawn by me/us unilaterally.

..

1. Signature of Witness

yours faithfully,

Address:

Date :

(SIGNATURE OF TENDERER IN FULL)  
(WITH DUE STAMP)

2. Signature of Witness

Address:

Date:

**SECTION XI**

**TENDER DOCUMENT FOR SUPPLY OF ONE AIR CONDITIONED BUS PROPELLED BY CNG & CONFORMING TO BS-IV EMISSION NORMS  
CHECKLIST (Tick)**

<b>S.N.</b>	<b>Items</b>	<b>Yes</b>	<b>No</b>
<b>1.</b>	Complete bid in the prescribed format		
<b>2.</b>	The Earnest Money Demand (EMD) s in the form of ‘’ Account payee Demand Draft payable in favor of ‘‘Account Officer, NDDTC, AIIMS, payable New Delhi.		
<b>3.</b>	Technical specifications in the prescribed format		
<b>4.</b>	Financial Bid in the prescribed formats		
<b>5.</b>	Warranty /guarantee of the CNG bus in prescribed format		
<b>6.</b>	A Certified copy of the approval of CNG engine bus by Department of transport ,Utter Pradesh for registering the bus in RTO Ghaziabad (UP)		
<b>7.</b>	A copy of certificate of compliance to Central Motor Vehicles Rules, 1989 of CNG engine bus		
<b>8.</b>	Certified copy of the latest income Tax clearance certificate		
<b>9.</b>	Documents related to registration of firms/authority letter from Bus manufactures		



