



DEBTS RECOVERY TRIBUNAL, DEHRADUN

Government of India, Ministry of Finance,
(Department of Financial Services)

2nd Floor, Paras Tower, Mazra, Saharanpur Road, Dehradun, UK. 248171

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F.No. 33/DRT-DDN/2017/DG Set Hire/01

Dated: 17.01.2017

TENDER NOTICE

TENDER NOTICE NO: Office of Debts Recovery Tribunal, Dehradun/33/DRT-DDN/2017/DG Set Hire/01 dated 17.01.2017.

Sealed tenders are invited from bonafide & resourceful owners and Contractors for installation, configuration and setting up of **62.50 KVA - 3 Phase, Silent Diesel Generator Set** with CPCB compliant acoustic canopy on **hire basis** at the Debts Recovery Tribunal, Dehradun. The relevant documents of tender should be submitted to "Asstt. Registrar, Debts Recovery Tribunal, 2nd. Floor, Paras Tower, Mazra, Saharanpur Road, Dehradun, UK- 248171".

Last date for Submission of Tender documents	Date 31.01.2017 till 16.30 Hrs
Date of Opening Tender	Date 01.02.2017 at 11.30 Hrs
EMD	Rs.3,000/-
Security Deposit	Equivalent to monthly rent consideration

IMPORTANT:

- Sealed tender should be dropped in the Tender Box or sent by Registered Post marked as "**Technical Bid for Hiring of DG Set**" and "**Price Bid for Hiring of DG Set**" so as to reach by the due date and time. Both Technical and Price Bids should be sealed in to a **Big Single Envelope** and dropped in Tender Box or sent by Registered Post.
- All the relevant documents as per requirement of the Tender should be submitted along with the EMD in sealed cover on or before the due date and time as mentioned above.
- Only those Tenderers may apply who can install the above Silent Diesel Generator Set within ten days from the date of signing of this Contract.
- Interested Tenderers can visit this Tribunal on any working days (Monday to Friday) to verify the space of installation and load factors.
- Debts Recovery Tribunal, Dehradun reserves the right to reject any OR all tenders without assigning any reasons thereof.
- Detailed Tender Documents may be collected by the interested Tenderers/Firms from the Office of Debts Recovery Tribunal, 2nd Floor, Paras Tower, Mazra, Saharanpur Road, Dehradun(UK)-248171 during office hours (10.30AM to 16.30PM) upto **30.01.2017 at 16.30 hrs.**

Date: 17.01.2017

Place: Dehradun.

(S.P. Tyagi)
Assistant Registrar
Debts Recovery Tribunal, Dehradun,
IInd. Floor, Paras Tower, Mazra,
Saharanpur Road, Dehradun, UK- 248171

The scope of Services and Terms & Conditions for hiring the DG Set are as under:-

1. The required D.G. Sets should be 62.50 KVA - 3 Phase, 4 wire in OEM/OEA,CPCB compliant acoustic canopy and of make as under:
Engine : Cummins / Kirloskar / Greaves / Mahindra / Ashok Leyland / Eicher
Alternator : Stamford / Kirloskar Electric / Crompton Greaves / Kirloskar
capable of supplying continuous power of at least 90% of rated output, at the frequency of 50Hz to DRT's installations/equipments during power failure/load shedding at any point of time, as per requirement of the DRT.
2. The age of Silent DG set on the date of submission of tender should not be more than 2 years in good condition and should not have run for more than 1000 hours. Self attested copy of Invoice/ excise gate pass etc. shall be submitted as proof of age of the generator in Cover I of the tender.
3. The Tenderer will provide Platform to install DG Set, supply and install suitable length, size & capacity armored aluminum cable (Appx. 60 Mtr.) for connection from the Generator MCCB to Electric Panel alongwith Change Over Switch at his own cost. The Tenderer will also provide recommended Generator Body Safety all Earthing and Neutral earthing at his own cost.
4. The Tenderer will provide suitable Batteries for the operation of "Self Starter" and will maintain the same at his own cost in good working conditions.
5. DRT will provide the required space for installation of the generator set in DRT premises or in the vicinity of the DRT's premises.
6. The Tenderer if require, as per specification of Statutory Authorities, will supply, install and connect with the DG Set, an exhaust pipe of appropriate specification at his own cost, so as to ensure minimal decibels of noise, which must be compliant with all the applicable norms stipulated by any concerned regulatory authority/ Government department.
7. The charges for transportation, loading & unloading of the DG Set for installation of the same in DRT's premises will be borne by the Contractor. Mending of any damage caused to the DRT's property during loading, unloading of the DG Set in DRT's premises will be done by the Contractor to original finish, at his cost.
8. The Tenderer should be in a position to install and commission the DG Set in DRT's premises within 10 (Ten) days from the date of awarding the contract or within 7 days from the date of giving site clearance whichever is later.
9. The monthly hiring charges rate for Silent DG set (Fixed charges) should be quoted including the cost of **fuel** and **inclusive of all taxes** levies, transportation, handling charge including VAT, duties etc. imposed by the Central, State Govt. or Local Administration and as applicable or becomes applicable during the contract period. Cost of handling, transportation of fuel should be included by the tenderer in the hiring charges (Fixed Charges). However rates should be quoted exclusive of service tax which, if applicable, shall be admitted at prevailing rates.

Signature of Tenderer

Company's Round Seal

10. The Tenderer will operate and maintain the silent DG Set in good running condition post installation at all times during the Contract validity period, so as to ensure that the DRT is able to avail uninterrupted power back up of 62.50 KVA - 3 Phase capable of providing power for a load at least 90% of the capacity, for its office premises at all times during power supply failure. (*In case of any major break-down of the DG Set requiring substantial repairing time, alternative interim arrangements shall be made by the Contractor immediately by providing a substitute DG Set of identical capacity at its own cost.*)
11. The Tenderer will procure and make available at its own cost, all the essential lubricant oils, filters, belts, hoses, other spare parts etc. as well as the diesel, as may be required from time to time for the running and maintenance of the DG Set.
12. The Tenderer will deploy at its cost, well trained mechanic from time to time, on need basis, for carrying out periodic service and for rectifying any defects in the DG Set, as may be required. (*Compliance with the applicable labour laws and Minimum Wages Act of Govt. of India and the State Govt shall be the sole responsibility of the Contractor. DRT shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.*)
13. The Tenderer will deploy at its cost, well trained personnel to remain on standby during the office working hours of DRT for operating the DG Set. (*Compliance with the applicable labour laws and Minimum Wages Act of Govt. of India and the State Govt shall be the sole responsibility of the Contractor. DRT shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.*)
14. The Tenderer shall arrange for maintenance of their Silent Diesel Generator set as prescribed by the supplier for reducing breakdowns to the minimum and for uninterrupted operation of DG set. All cost for maintenance and servicing of the Silent DG set including the cost of spare parts, periodical replacement and topping up of Mobil oil to be borne by the Generator Supplier/Contractor.
15. The DG set should comply with CPCB (Central Pollution Control Board) norms. The successful Tenderer will make arrangements for obtaining the permission of statutory authorities towards installation & running of DG Sets, at his cost. It shall also be entirely the Tenderer's responsibility to ensure compliance / conformity to any related statutory obligations like those pertaining to pollution or electrical safety etc.
16. In case of major break-down of the DG Set requiring repairing time for more than 4 hours, an alternative interim arrangement will be made by the Tenderer immediately by providing a substitute generator of adequate capacity at no extra cost. In case of non-functioning of the DG Set and in the event of failure on the part of the Tenderer to provide an alternative interim generator of adequate capacity within four hours, penalty at double the pro-rata rate will be imposed and deducted from monthly bill of the generator for the period the generator set remains non-functioning.

Signature of Tenderer

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17. The safety and security of the Silent D.G Set shall be the contractor's (firm from whom the Gen Sets is taken on hire) responsibility.
18. The Tenderer shall be entirely responsible for any accident or injury to any personnel including the Gen Sets operator due to installation / operation of the generator and shall completely and totally indemnify the DRT of any responsibility by entering into the contract for the work.
19. The successful bidder/ Tenderer will have to execute an Agreement with the DRT on non-judicial stamp paper of requisite value and as per the draft of agreement to be provided by the DRT within three (3) days from the date of commencement of the contract.
20. The initial period of contract shall be for 1 year from the date of its signing contract, renewable for further period at mutually agreed rates/charges and keeping other terms & conditions unchanged, depending on satisfactory services rendered by the Tenderer and requirement of the DRT for a further period of maximum 2 years. Extensions shall be in block of one year after the first year contract period in the full discretion of the DRT. However, DRT shall have a right to terminate this Contract without disclosing any cause or reason, by serving upon the Tenderer one (1) months' prior written notice of its intention to terminate the Contract. The Tenderer shall have no right to terminate the Contract before the period of one year.
21. The successful Tenderer will be required to furnish Security Deposit cum Performance Guarantee equivalent to the rate of the monthly consideration amount of the Contract by way of Bank Guarantee from Scheduled / Nationalized Bank or Fixed Deposit Receipt (FDR) in favour of DRT which shall remain valid for a contract period. DRT at its sole discretion, shall be entitled to appropriate the Performance Security deposit either fully or partially, if in the opinion of DRT, the Tenderer fails to satisfactorily perform any of its obligations agreed upon.
22. If the full Security Deposit cum Performance Guarantee amount is not paid within 07 (seven) days after the receipt of the order then the order will be outrightly cancelled at the risk & cost of the tenderer and without entering into any correspondences and this will be binding on the tenderer.
23. The Tenderer shall remove the DG Set from the office premises of DRT within three (3) days from the date of expiry of the validity period or early termination of the Contract, as the case may be at its cost else demurrage charges @ 2,000/- per day will be levied by the DRT on the Tenderer. Further, the Tenderer shall mend at its cost, any damage caused to the office premises of DRT or to the underlying property during the un-installation, removal, loading etc. of the DG Set, accessories, exhaust pipe etc.
24. Payments shall be made on monthly basis. The monthly rent consideration amount shall become payable to the Tenderer w.e.f. the date on which the DG Set becomes functional at the first instance after successful installation at the office premises of DRT. The rent consideration amount shall be paid by DRT by way of an account payee cheque / DD / RTGS in favour of the Tenderer on a

Signature of Tenderer

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monthly basis. The rent consideration amount shall be inclusive of all taxes. The financial liability on account of Service Tax, VAT, GST or any other tax or statutory levy whatsoever, shall have to be borne by the Tenderer and DRT shall not be liable to pay any amount over and above the rent consideration amount. However, income tax at source shall be deducted by DRT at the applicable rate while making the payment of the monthly rent consideration amount.

25. No payment will be made until the Agreement is executed and the security deposit is furnished. The security deposit (part intact) will be refunded to the Tenderer within a reasonable period after the closure of the contract
26. Any delays in or failure of performance by a party shall not constitute default hereunder or give rise to any claims for damages against the said party if and to the extent caused by Force Majeure, including, but not limited to, acts of God or acts of Governments or of the public enemy, riots, war and war like hostilities, epidemics, quarantine restrictions, floods, explosions, shipment embargoes, earthquakes and/or any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the control of either party hereto. In the event of Force Majeure, the parties hereto are to consult and agree upon the appropriate measures to be taken in order to eliminate, mitigate and minimize the consequences of such Force Majeure.
27. Any dispute or difference arising out of this Contract shall be settled by mutual discussions and agreement between the parties. In case no agreement can be reached, the disputes shall be settled through arbitration proceedings to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitral proceedings shall be at Dehradun. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final and binding upon the parties.
28. The courts at Dehradun shall have the exclusive jurisdiction over all issues concerning any subject matter of this Contract.
29. The Tenderer will be required to deposit E.M.D. 3,000/- of the value of Tender items in the shape of Account Payee D.D./Banker's Cheque payable at Dehradun in favour of "Registrar, Debts Recovery Tribunal, Dehradun"
30. The validity of the rate mentioned in the quotation should be for 90 days from date of quotation as we have to obtain prior approval from the Ministry at New Delhi for purchase of the required items
31. The Tenderer shall strictly comply with the provisions of safety code including obtaining necessary insurance cover / policy to protect DRT's interest on account of loss to any person(s) and or property arising due to faulty installation etc. on the Tenderer's part.
32. The Tenderer should be agreeable to provide DG set on hire basis, with operator. Rates are to be quoted for monthly rental charges including the cost of operator of DG Set of reputed make/brand like "Kirloskar Green", "Cummins India", "Mahindra", "Greaves", "Ashok Leyland" or other reputed make/brand in

Signature of Tenderer

Company's Round Seal

sealed covers, superscripting the rating of DG Set. The rental charges should include the charges for providing operator for the DG Set during the period from 9.30 A.M. to 7.30 P.M. on all working days of the DRT.

33. The whole of the works included in any contract shall be executed by the supplier whom the work is entrusted and the supplier shall not directly or indirectly transfer assign or sublet the contract or any part thereof or any interest therein without the prior written consent of the O/o the Debts Recovery Tribunal, Dehradun and no undertakings shall relieve the supplier from the full and final responsibility of the contract.
34. Tenderer should invariably fill up all the details of the Annexures of this tender document. This is mandatory. All the Annexures should also be duly signed by authorized signatories with their rubber stamp, along with company's Rubber (Round) seal / stamp affixed on each paper.
35. The Tenderer should put their signature and seal (only signatures shall suffice in case the bidder is an individual) on each page of the tender document. Without the signature and seal (only signatures shall suffice in case the bidder is an individual) the tender shall be liable for rejection.
36. The DRT reserves the right to reject any or all tenders without assigning any reason whatsoever.
37. The following List of Annexure and Documents (available in this tender document) should invariably be submitted:

E.M.D. Rs.3,000/-

Tender Copy

Annexure – 1

Part-I (Technical Bid)

Part-II (Price Bid)

PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS:

1. Part-I of tender should be submitted in separate sealed covers superscripting "PART-I (Technical Bid)".

Part-I of tender should contain the following:

- i. Make, model and capacity of DG Set offered on hire basis.
- ii. The age of the DG Sets and total running hours of sets so far.
- iii. A letter from the bidder towards acceptance of scope of services and terms & conditions for hiring the DG Set as mentioned in the Notice Inviting Tender.

There should not be any indication of price/rate/charges in Part-I of the tender. Conditional tenders will be not accepted.

Signature of Tenderer

Company's Round Seal

2. Part-II of tender should be submitted in separate sealed cover, superscripting "PART-II (**Price Bid**)" for contract period of one year in separate sealed covers together.
Part-II of tender should contain the rate of monthly Rent including diesel & all taxes.
3. Separate sealed envelopes containing Part-I and Part-II of tenders should be put in another sealed cover marked "OFFER FOR HIRING OF DG SET" and submitted to "Asstt. Registrar, Debts Recovery Tribunal, 2nd. Floor, Paras Tower, Mazra, Saharanpur Road, Dehradun, UK- 248171", on or before 31.01.2017 till 16.30 Hrs.
4. Part-I of tenders will be opened on 01.02.2017 at 11.30 Hrs in the presence of representatives of participating tenderers who intend to remain present in the tender opening process. Part-II of all un-conditional tenders, which comply with the requirements/conditions of Part-I will be opened thereafter on the same day in presence of attending representatives of participating tenderers.

Signature of Tenderer

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Date :

Place :

ANNEXURE – 1

DETAILS OF THE FIRM/ INDIVIDUAL

Tenderer may MANDATORILY fill all the details in this form. (These details are necessary to create the database of suppliers)

1. Tender Reference number- F. No: 33/DRT-DDN/2017/DG Set Hire/01 dated 17.01.2017
2. Name of the Tenderer
3. Complete office address of the Tenderer
4. Pvt. Firm / Ltd. Company / State Govt. Under taking/ Central Govt. undertaking /Joint venture/Individual/partnership
5. GST No./TIN/VAT/Service Tax No. and Date
6. Contact details of the authorized person of Tenderer who has signed the tender.
 - (a) Name
 - (b) Designation
 - (c) Land line number
 - (d) Mobile Number
 - (e) E mail id
7. Due date of submission of Tender : on or before 31.01.2017 -16: 30 Hrs
8. EMD payment- 3,000/- from the Tenderer

Signature of Tenderer

Company's Round Seal

Date:

Place:

TECHNICAL BID

(TO BE SUBMITTED IN COVER - I OF THE TENDER)

HIRING OF 62.50 KVA – 3 PHASE SILENT DIESEL GENERATOR SET FOR

**Debts Recovery Tribunal, 2nd. Floor, Paras Tower, Mazra,
Saharanpur Road, Dehradun, UK– 248171**

- i. Make, model and capacity of DG Set offered on hire basis.
- ii. The age of the DG Sets and total running hours of sets so far.
- iii. Attach proof of age of DG Set offered on hire basis.
- iv. Attach letter towards acceptance of scope of services and terms & conditions for hiring the DG Set as mentioned in the Notice Inviting Tender.

CARE : There should not be any indication of price/rate/charges in Part-I of the tender. Conditional tenders will be not accepted.

Signature of Tenderer & Stamp

Address:

Phone No:

Date:

Place:

PRICE BID

(TO BE SUBMITTED IN COVER - II OF THE TENDER)

**HIRING OF 62.50 KVA – 3 PHASE SILENT DIESEL GENERATOR SET
FOR**

**Debts Recovery Tribunal, 2nd. Floor, Paras Tower, Mazra,
Saharanpur Road, Dehradun, UK– 248171**

FIXED CHARGES

(For hiring of Silent D.G. Set as per terms and conditions of the tender)

Rent Per Month including cost of Diesel :Rs...../-

Vat/Service Tax/or any other tax or charges if any :Rs...../-

Total amount of Rent per Month :Rs...../-

Rupees.....per
month (in words)

Signature of Tenderer and Stamp

Address:

Phone No:

Date:

Place: