

Govt. of India,
Ministry of Finance
DEBTS RECOVERY TRIBUNAL ,Cuttack
C-71,Sector-7, CDA, Cuttack-753014
Ph:0671-2970301/2970303, Mail Id: drtcuttak-dfs@nic.in

No.

Date : 14/06/2019


Tender Notice for Hiring of Office Premises

The office of Debts Recovery Tribunal, Cuttack, under the Govt. of India, Ministry of Finance, Department of Financial Services, New Delhi, invites bids from the legal owners of premises with clear titles for hiring office space measuring approximately 7,200 Sq. ft carpet area for its office at Cuttack, initially for a period of five year, extendable by mutual consent for any further period. Preference will be given to those premises who are situated nearby Odisha High Court , Cuttack.

The offer in sealed cover comprising technical bid and financial bid (each in separate sealed cover superscribed as "Technical bid for hiring of office space for Debts Recovery Tribunal, Cuttack" and "Financial bid for hiring of office space for Debts Recovery Tribunal, Cuttack") complete in all respect may be submitted to "O/o Registrar, Debts Recovery Tribunal, C-71, Sector-7, CDA, Cuttack -753014 latest by 15/07/2019 up to 05.30 PM. The Technical Bids shall be opened on 16/07/2019 at 4.30 PM. The Financial Bids of the bidders who qualify in technical bid shall be opened on designated date and time to be notified by the office. Incomplete and conditional tenders will be summarily rejected. Debts Recovery Tribunal, Cuttack reserves the right to reject any or all the tenders without assigning any reasons thereof.

The tender documents will be available on official Website www.drt.gov.in, drt.tribunals.gov.in/drtlive/pubnotice & <https://eprocure.gov.in/eprocure/app> from 14/6/19.. and the bid forms and other details can be obtained from there.

Tenders received from Property Dealers/Brokers/Associations will not be entertained.


Registrar,
Debts Recovery Tribunal, Cuttack

Tender documents for hiring of office space

The tender consists of three parts:

Part A - Terms and Conditions

Part B - Technical Bid - (Annexure —I)

Part C - Financial Bid - (Annexure-II)

Both Part B & C should be sealed in separate envelopes and superscribed in bold letters:

- a) Technical bids for hiring of office space for Debts Recovery Tribunal, Cuttack
- b) Financial bid for hiring of office space for Debts Recovery Tribunal, Cuttack

Both these envelopes should be placed in a single sealed cover superscribed as

"Tender for hiring of Office Space for Debts Recovery Tribunal, Cuttack"

Tenders (Technical bid only) will be opened on 16/07/2019 at 11.30 AM in the office of Registrar, Debts Recovery Tribunal, Cuttack by the Selection Committee appointed by the Presiding Officer, DRT, Cuttack in the presence of bidders/representatives of the bidders, present, if any. Financial bids of only those bidders whose technical bids are found valid, eligible and acceptable shall only be opened.

Part A: Terms and Conditions:

1. The terms and conditions shall form part of tender to be submitted by the bidder to the Registrar, Debts Recovery Tribunal, Cuttack.
2. All bidders are requested to submit the tender documents (Technical and Financial bids) duly filled in with relevant information supported by relevant documents to the following address:-

Registrar
Debts Recovery Tribunal
C-71, Sector-7, CDA, Cuttack-753014

3. All columns in the tender document should be duly filled in and no column should be left blank. "NIL" or "Not Applicable" should be marked, where there is nothing to report. All the pages of the tender document should be signed by the owner or his authorized power of attorney holder. Any cutting, over writing, use of white ink etc should be duly

signed by the bidder. Debts Recovery Tribunal, Cuttack reserves the right to reject incomplete tender or in case information submitted is found to be incorrect.

4. In case space in the tender document is found to be insufficient, the bidder may use separate sheet to provide full information.
5. Tender documents received by Debts Recovery Tribunal, Cuttack after due date and time i.e 05.30 PM on 15/07/2019/ incomplete tenders shall be rejected summarily. No correspondence in this regard shall be entertained.
6. The offer should remain valid for six months from the closing date of tender. During the validity period of the offer, the bidder should not withdraw/modify the offer in terms of area and price and other terms and conditions quoted in the technical/financial bids.
7. There should not be any deviation in the terms and conditions as has been stipulated in the tender document.
8. The tender will be acceptable only from original owner of the building or the person having valid power of attorney. The space offered should be free from all encumbrances/claims and disputes/any liabilities and litigations with respect to its ownerships, lease/renting and pending payments against the offered space.
9. Offers received from Government bodies and Public Sector Undertakings would be given first preference, if otherwise found suitable and second preference would be given to the premises where other central government offices are already located followed by other bidders.
10. The building offered should be ready for immediate occupation.
11. There should be adequate electrical fixtures with independent meters/sub meters.
12. The premises should have 24 Hrs full power backup facilities.
13. Preference will be given to the location who are situated nearby nearby Orissa High Court ,Cuttack and well connected by road including approach and exit and public transport, service lifts, passenger lifts, access to public including people with special needs.
14. Premises should be adequately secured. The security of the building and running of lifts with requisite manpower for operation shall be the responsibility of the owner/bidder. The bidder should make sure that the lifts work smoothly during the period of contract. The cost of development of external security for the building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the department. The internal security of the premises will be taken care of by the department.
15. The space required is approximately 7,200 Sq. ft carpet area either in a single floor or in 2 floor for setting up of office and records for the office of Debts Recovery Tribunal, Cuttack.

16. Carpet Area Measurement: The carpet area shall be the area of the premises which is covered but excluding the following:
 - (a) Portico/canopy
 - (b) Sanitary shafts
 - (c) Stair cases
 - (d) Bon Louvre
 - (e) Lift walls
 - (f) Air Conditioning ducts
 - (g) Balcony
 - (h) Portion below the window sills
 - (i) Lofts
 - (j) Parking space whether covered or not
 - (k) Open terrace

17. The rent will be revised annually after expiry of five years from the commencement of the lease period, provided that such revision shall be as per rate notified by Central Public Works Department, Bhubaneswar from time to time.

18. Canvassing in any form will automatically disqualify the offer. No brokerage will be paid.

19. The particulars of amenities provided/proposed to be provided inside the proposed space should be clearly furnished in the technical bid.

20. There should be provision for 24 Hrs running water supply for both drinking and utility facilities and enough arrangements for public utilities (toilets etc.) for men, women and for people with special needs separately.

21. Technical bid is required to be submitted along with certified copies of relevant documents like approved drawings plan and building completion certificate from the concerned authorities, copy of land deed, Municipal receipts, approved plan of building by Cuttack Development Authority(CDA), copy of ownership of the building, copy of power of attorney and No Objection Certificate from the fire department for use of the office premises. Technical bids received without these documents are liable to rejection without any reference to the party whatsoever.

22. The Tender Selection Committee reserves the right to verify/inspect the building before finalization of the tender and reject it out rightly, if the building/any aspect of the building is not according to the specification required by the Debts Recovery Tribunal, Jaipur. The shortlisted bidders will be informed for arranging site inspection of the offered premises.

23. All existing and future rates, taxes, insurance fee including public liability insurance, property taxes, assessment charges and other outgoings whatsoever of description in

respect of the said premises payable by the owner thereof, shall be continued to be paid by the Land Lord/owner.

24. Maintenance of the premises to be made (external and common area) by the owner.
25. Debts Recovery Tribunal, Cuttack may, during the lease period/extended lease period carry out such alterations to the existing building such as partitions, office fixtures and fittings as may be easily removable.
26. No security deposit/advance will be paid by Debts Recovery Tribunal, Cuttack.
27. The space should have all required electrical fixtures such as switches, power points, and provision for Air Conditioners (including centralized system).
28. The major maintenance works (civil, electrical and plumbing) shall be provided by the owner and the owner will also undertake to carry out repair and maintenance such as painting of the premises including front and back verandas, bath rooms, toilets, boundary walls, the entire exterior façade and painting or polishing of all doors, windows, ventilators, grills, etc. once in 3 years. Cleaning of common area and glass panels from outside will be carried out by the owner/landlord annually. No additional charges will be paid for the same.
29. If the demised premises at the time during the said terms or any extension thereof damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any mob or other irresistible force or Act of God and be not caused by the acts or neglect fault of the lessee, then in such case, it shall be optional with the lessee to determine the lease or to retain occupation of the demised premises, if the lessee so desires without any diminution of rent hereby reserved.
30. The possession of the accommodation will be handed over to Debts Recovery Tribunal, Cuttack within two months from the award of the order and rent shall be payable from the date of possession.
31. The rates should be quoted in Indian Rupees only.
32. All disputes would lie within the Jurisdiction of Cuttack only. The Tender Selection Committee reserves the right to reject all or any tender without assigning any reasons thereof.
33. Earnest Money Deposit: The bidder will be required to furnish earnest money of Rs.50000/- in the form of Demand Draft in favour of Registrar, Debts Recovery Tribunal, Cuttack payable at Cuttack. The EMD of the unsuccessful bidders will be refundable within one and half month of finalization of tender, issuing and acceptance of offer. In case of the order is not awarded or the tender is rejected, the DD shall be returned within two months of opening of Financial Bids. No interest would be payable on amount of EMD. Without the EMD, the tender shall be summarily be rejected. EMD should be submitted along with Technical Bid. The EMD will be forfeited in case the

Bidder asks for modification in his/their bids or do(es) not accept the Contract after being awarded the same.

34. Procedure for submission of tender:
- i. Both the bids (Technical and Financial) duly signed by the owner or his authorized signatories should be sealed in two separate envelopes as described below:-
 - (a) **Envelope - 1** containing Technical Bid and Annexure - I duly completed in all respects along with all relevant documents and Demand Draft towards EMD. **b) Envelope - 2** containing the Financial Bid as prescribed in Annexure - II showing rates, financial terms and conditions etc.
 - ii. Both the envelopes should be superscribed in bold letters with the statement "**Technical Bid for Office Space for Debts Recovery Tribunal, Cuttack**" and "**Financial Bid for Office Space for Debts Recovery Tribunal, Cuttack**" respectively.
 - iii. The abovementioned two envelopes should be sealed in a single cover and addressed to the Registrar, Debts Recovery Tribunal, Cuttack, C-71, Sector-7, CDA, Cuttack-753014 super-scribed as "**TENDER FOR HIRING OF OFFICE SPACE**" and must be submitted at the counter before the closing time and date indicated in the beginning of this document.
35. The Technical Bid should be accompanied by the copy of this tender document with each page duly signed by the authorized signatory of the bidders, who has signed the bid, in token of bidder's acceptance of terms and conditions of the tender.
36. The selected party shall be required to sign a Standard Lease Agreement with the department, as per the format approved by the Govt. of India. The Lease agreement will be executed after verification of all documents related to the property to the entire satisfaction of Lessee. The Registration charges, stamp duty for registration of lease deed to be borne by the owner/landlord.
37. The participation in the tender process does not entail any commitment from the department and it reserves right to reject any / all offers including that of the lowest bidder, without assigning any reasons. The department also reserves the right to amend / modify / alter any or all of the terms and conditions / dates of the tender at any time before the tendering process is finalized.
38. Finalization of rent is subject to certification by CPWD / Tender Selection Committee and final approval / sanction by Debts Recovery Tribunal, Cuttack, Government of India, if required. The assessment of reasonable rent is done by the CPWD,



rent with the selected bidder will be done by the department after receipt of the Fair Rent Certificate from the CPWD, Bhubaneswar.

39. For any pre bid queries, submission queries, the prospective bidders may contact the O/o Debts Recovery Tribunal, Cuttack.
40. Queries if any, raised by the Debts Recovery Tribunal, Cuttack, subsequent to opening of the Technical Bid should be answered by the bidder within the prescribed date. In case no reply is received from the bidders, the bid shall be rejected
41. Procedure for opening of tender:
- i While opening the tender, the envelope containing the technical bid and EMD as called for shall be opened first and acceptance of the tender according to the specified clause will be ascertained. The Tender Selection Committee will open Financial Bid after evaluation of the technical bids. Financial Bids of only the technically qualified bidders will be opened.
 - ii A Tender Selection Committee appointed by the Competent Authority in Debts Recovery Tribunal, Cuttack may visit the space offered by the bidders to ascertain the suitability of the space. The bidders would be treated to have been qualified for opening of their financial bids after evaluation of the technical bids submitted and satisfactory report from the Committee after visiting the space.
 - iii The date, time and place of the opening of the Financial Bids would be informed to the bidders whose technical bids are found acceptable.

42. Bid Evaluation

- i The bid evaluation will be two stage process i.e 'Technical' and 'Financial'. First stage will be technical evaluation that shall be done on the basis of information asked in Annexure —I. The bidders that are technically qualified (First stage) shall be considered for financial evaluation i.e Stage-II in accordance of Annexure-II.
- ii. The bids would be evaluated based on the basis of the criteria like connectivity by public transport system, availability of power backup and rates quoted for rental of carpet area of the space, parking availability and other criteria desired by the Selection Committee.

43. Payments

- i. The payments shall be made by the Debts Recovery Tribunal, Cuttack against pre received bills as per the Lease Deed to be executed between Debts Recovery Tribunal, Cuttack/authorized officer and the owner or his/her authorized representative.
- ii. The payment of rent will be made on monthly basis in favour of the Owner after deduction of TDS as applicable from time to time.

44. Terms of the Lease

- i. The period of Lease should be minimum five years with provision for extension of the lease on mutually agreed terms. However, the rent revision shall be applicable after expiry of 5 years from the start of the lease period.
- ii. The lease can be terminated by either parties by giving a notice of not less than six months.

45. Arbitration

All disputes in connection with the execution of the contract shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at Cuttack only.

46. Miscellaneous

- i. The offer should be valid up to six months after closing date of tender.
- ii. The Selection Committee shall be under no obligation to accept the lowest quotation.
- iii. Non-fulfilment of any of the above terms shall result in rejection of the bid.
- iv. The Selection Committee reserves the right to reject all or any tender without assigning any reasons thereof.

47. List of enclosures

Bidders should number the pages of technical bid and provide an Index indicating the page number of each document submitted. The Index should be placed on the top of the technical bid. Each page and all details provided should be duly signed by the authorized signatory. All undertakings provided shall be on the Letter Head duly signed and stamped by the authorized signatory.

48. Priority

Preference will be given to those premises who fulfill following parameters-

S.N.	Parameter	Preference
1	Location & social infrastructure	1 KM Vicinity from Orissa High Court ,Cuttack
2	Building quality/Age of Building	Newly Constructed Building
3	Space offered, Exclusivity & tenant profile	7200 Sq. Ft. on Single Floor Exclusive Floor or in 2 simultaneous floors.
4	Fitting and fixtures specifications	Well Furnished with good quality materials, Sanitary, Electricity, Centralized AC, 24 hr. Power back up, security etc.
5	Security Deposit	Nil
6	Parking	15 Cars 20 Bikes
7	Ambience	Excellent
8	Completion Certificate / Tax receipt/ Title deed submission	All statutory compliance certificated submitted along with Technical bid

TENDER DOCUMENT - HIRING OF OFFICE SPACE FOR O/O DEBTS RECOVERY
TRIBUNAL, CUTTACK.

TECHNICAL BID

TECHNICAL BID SHOULD INTER-ALIA CONTAIN DETAILS AS FOLLOWS		
S.no.	Particulars	Details
1.	Date of Advertisement	
2.	Full particular of the legal owner of the premises: (i). Name (ii). Address of office & Residence (iii). Telephone no./ Mobile no./ Tele Fax (iv). Email Address: (v). PAN No. (vi). The location and address of the accommodation	
3.	Full particulars of person(s) offering the premises on rent/lease and submitting the tender:	

4.	Status of the applicant with regard to the Accommodation offered for hiring (enclose power of attorney also if the applicant is other than owner)	
5	(a). Lease period offering (b) % of incremental rent for lease period (c) Details of the Accommodation offered for rent (viz. carpet area, no. of floors, floor wise area) (Enclose Certified Sketch Plan also)	
6.	Whether building plane approved by the local authorities or not	Yes/No, if yes enclosed a copy
7.	Is the building ready to use?	Yes/No, if yes enclose a copy of BU permission/Completion certificate
8.	Date of Construction	
9.	Type of Structure Whether Load Bearing or RCC Framed	
10.	Exact carpet area (In sq.ft.)	
11.	Exact built up area (In sq.ft.)	
12.	Floor Number (s) offered	
13.	Floor wise rentable Carpet Area	
14	Type, model, company & No. of lifts available/carrying capacity, provide details of make,	
15.	No. of Toilets/WC/ Bathrooms available in the premises for Men, Women, people with special needs	
16.	Details of 3 Phase Electric Power Supply available (Also state the Sanctioned Power Load) (a). Whether electrical installations and fittings, power plugs, switches etc. provided or not? (b). Details of power back-up facility	

17.	Details of Fire Safety Mechanism	
18.	Whether the building premises is centrally Air-conditioned or nor	
19.	Parking space available for department and specify how many Numbers of vehicles can be parked (Cars/Two wheelers)	
20.	Whether accommodation offered for rent is free from litigation including any encumbrances, disputes in regard to ownership, pending taxes/dues or like (enclose copy of affidavit form owner or Power of Attorney holder)	
21.	Clearances/no-objection certificate from all the Relevant central/sate/municipal authorities and fire Department for use as office/commercial premises confirming the municipality laws	
22.	(a). Whether running water, drinking and otherwise, available round the clock. (b). Whether sanitary and water supply installations have been provided for ?	
23	State of Security arrangements being provided	
24	Other Facilities and amenities available with the building	
25	Whether the building is earth quake resistant. If so, please provide a certificate from the competent authority.	
26	Any other salient aspect of the building, which the party may like to mention:	

Signature of Legal Owner/ Power of Attorney Holder

Declaration

- i. I/we have read and understood the detailed terms and conditions applicable to the subject as supplied with the bid documents and agree to abide by the same in totality.
- ii. It is hereby declared that the particulars of the buildings etc., as furnished Against the individual items are true and correct as per my/our knowledge and belief And in the event of any of the same being found to be false, I/we Shall be liable to Such consequences/lawful action as Dy Director General of Foreign Trade may wish to take.

Dated :Signature_____

Name:_____

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Designation_____

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Seal:

**TENDER DOCUMENT – HIRING OF OFFICE SPACE FOR OFFICE OF DEBTS
RECOVERY TRIBUNAL, CUTTACK - FINANCIAL BID**

S.n	Particular	Details
1.	Full particulars of the legal owner of the premises : (a). Name: (b). Address: (c). Telephone & Mobile no. (d). Email ID (e). PAN & TAN No.	
2.	Total Area Offered in (a). Sq. Ft. Carpet Area (b). Built up Area	
3.	Complete details of building viz postal address of the location	
4.	Rent in Rs. Per month per sq. ft. carpet area (During the initial lease period of five years)	
5.	Maintenance charges per month (if chargeable)	
6.	Electro mechanical charges per month (if chargeable)	
7.	Electricity for common Area per month (if chargeable)	
8.	Any other charges per month (please specify)	
9.	Total (rent + charges) per month in INR (4 to 8 above)	
10.	GST (Inclusive of swatch Bharat Cass)	
11.	Total Amount per sq. ft. carpet area per month	(a). In Figures (b). In words
12.	Percentage of rent revision proposed (after five years)	(c).

Note :

Rates should be quoted in figures and words without any errors, overwriting or Corrections and should include all applicable taxes, etc. in case of any discrepancy between the amount mentioned in number and words, the amount mentioned in words shall prevail.

Date:

**Signature Of The Legal
Owner/Power Of Attorney
Holder**

Name:

Designation: