

**INFRASTRUCTURE DEVELOPEMENT AUTHORITY** 

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### NOTICE INVITING TENDER FOR HIRING OF 63 KVA SILENT DG-SET

Sealed tenders under two-bid system (Technical Bid & Financial Bid) are invited by Infrastructure Development Authority, Patna (IDA) from bonafide & resourceful owners and suppliers of 63 KVA Silent Diesel Generator Set, on hire basis for its Office at Patna. The required D.G. Sets should be capable of supplying continuous power of at least 90% of rated output, at the frequency of 50 Hz during power failure/load shedding at any point of time, as per requirement of IDA.

The scope of services and terms & conditions for hiring the 63 KVA Silent D.G. Set is as under:

- 1. The supplier should be agreeable to provide Silent type D.G. set on hire basis, with operator & fuel to be consumed. Rates are to be quoted for monthly rental charges including the cost of operator, for each rating of D.G. Set of reputed make/brand "Kirloskar Green", "Greaves", "Cummins India", "Mahindra", "Ashok Leyland".
- 2. DG Set having multifunctional digital meter for showing voltage, current, power factor, frequency, rpm and running hour.
- 3. DG set should be equipped with hour meter
- 4. All cost for maintenance and servicing of the generating set including the cost of spare parts, periodical replacement and topping up of Mobil oil etc. are to be borne by the generator supplier.
- 5. The D.G. Set offered on hire basis should not be more than 2-years old.
- 6. The D.G. Set should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of the capacity of respective generator.
- 7. For running the D.G. set, separate charges towards cost of fuel (diesel) per hour will be paid by the IDA, which are to be quoted by the bidder.
- 8. Supply & installation of accessories like cables, change-over switches, exhaust pipeline etc. for supplying generator power to a point in IDA premises will be made by the vendor at their own cost.
- 9. The charges for transportation, loading & unloading of the D.G. Set for installation of the same in IDA premises will be borne by the Contractor. Mending of any damage caused to the IDA's property during loading, unloading of the

D.G. Set in IDA's premises will be done by the contractor to original finish, at their cost.

- 10. The successful bidder should be in a position to install and commission the D.G. Set in IDA's premises within 15 (Fifteen) days from the date of awarding the contract.
- 11. The contract will remain in force initially for a period upto period of one year from the date of satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever. The contract may be extended for further period keeping terms & conditions unchanged, depending on satisfactory services rendered by the contractor and requirement of the IDA.
- 12. In case of major break-down of the D.G. Set an alternative interim arrangement will be made by the contractor immediately at no extra cost otherwise penalty may be imposed which may be deducted from monthly bill of the generator for the period the generating set remains non-functioning.
- 13. The successful bidder will have to execute an Agreement with the IDA in nonjudicial stamp paper of requisite value and as per the draft of Agreement (format given at annexure-3) to be provided by the IDA, within 15 (Fifteen) days from the date of commencement of the contract.
- 14. The technical Bid shall be open first and only the eligible bidder selected by tender committee shall participate in the financial bid which shall be open on the date further fix by the tender committee.
- 15. In case two or more agencies are found to have quoted the same rate , the tender committee shall recommend about the bidder to which the offer shall be granted based on the basis of lottery. The decision of the managing Director IDA shall be final.
- 16. Agency shall be bound to provide the gen set services from 8 a.m to 6.30 pm depending on office work and may be called even on Sunday or any official holiday as per need for which no extra payment shall be made.
- 17. Tenders should be submitted along with the Earnest money deposit for an amount of Rs. 25,000/- (Rupees Twenty-five Thousand only) by DD/Pay Order drawn in favour of IDA payable at Patna. Tenders submitted without Earnest money Deposit will be summarily rejected. The Earnest money will not bear any interest. The Earnest money deposited by unsuccessful bidders will be refunded after awarding the contract to the successful bidder. The Earnest money deposited by the successful bidder will be kept as performance security deposit which will not bear any interest and the same will be refunded to the contractor within a reasonable period after the closure of the contract.
- 18. The contractor will have to remove the D.G. Set within a week from the date of termination or closure of the contract, at their cost, else demurrage charges @ 1000/- (Rupees One thousand only) per day will be charged by the IDA to the

contractor. Mending of any damage caused to the IDA's property during taking out the generator will be done by the contractor to original finish, at their cost.

- 19. If the successful bidder fails to perform the commencement of the contract within the specified time period, the earnest money deposited by the bidder will be forfeited.
- 20. Any changes with respect to this tender will be notified through website www.idabihar.com only.
- 21. The Agency shall assign the job to qualified and expert person and also assume full responsibility for the safety and security of man and machine. IDA have no direct and indirect liability arising out of any negligence / accident which is punishable under IPC and any loss cost to the property of IDA have to be suitably compensated by the agency
- 22. The decision of the Managing Director, IDA in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the agency
- 23. The IDA reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 24. **Termination:** The Contract may be terminated by giving one month prior notice, in case the agency:
  - **a.** Assigns or sub-contracts any of this service.
  - **b.** Violation/contravention of any of the terms and conditions mentioned herein.
  - **c.** Does not improve the performance of the services in spite of instructions.
  - **d.** Any violation of instruction/agreement or suppression of facts.
  - e. Contractor being declared insolvent by competent court of law.

If agency willing to rescind this contract, a two months notice in advance should be produced by the agency.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

# 25. Penalty

- **a.** In case of pre mature termination of the contract under any of the clauses of Termination, the security amount shall be forfeited.
- **b.** If agency fail to comply satisfactory services penalty can be imposed upto 10% of the amount of the particular bill and in this regard decision of the Managing Director of the IDA will be final
- 25. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by Managing Director, IDA.
- 26. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.

# Read and accepted (Full Name, Signature & Stamp of the Bidder)

### **Procedure for Submission and Opening of Tenders:**

- A. **Part-I** of tenders should be submitted in separate sealed envelope, superscribing "**TECHNICAL BID**" and should contain the following:
  - (i) Filled in Format (given as Annexure-1) containing details of Bidder firm, Electrical Contractor Licience Number, PAN Number, Service tax Number alongwith Make, Model, Manufacturing Date, Capacity & Fuel (diesel) consumption per hour of D.G set offered on hire basis. Paper proof to be attached proving the relevant specifications.
  - (ii) Non-refundable Tender Processing Fee of Rs. 1,000/- (Rupees One thousand only) in the form of DD/Pay Order drawn in favour of Infrastructure Development Authority payable at Patna.
  - (iii) Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty-five thousand only) in the form of DD/Pay Order drawn in favour of Infrastructure Development Authority payable at Patna..

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

B. **Part-II** of tenders should be submitted in separate sealed envelope, superscribing "**FINANCIAL BID**" and should contain filled in Format (given as Annexure-2) quoting rates for the same.

Separate sealed envelopes containing Part-I and Part-II of tenders should be put in another sealed cover, super-scribing "OFFER FOR HIRING OF 63 KVA SILENT D.G. SET" and dropped in Tender Box at IDA 1<sup>st</sup> floor, Udyog Bhawan, East Gandhi Maidan, Patna by 3:00 P.M. on \_\_\_\_\_. Part-I of tenders will be opened at 4.00 P.M. on same day in presence of the bidders who intend to remain present. Financial Bids of Technically qualified bidders only will be opened later.

Director (Administration)

### Format for **Technical Bid** (Annexure-1)

(To be submitted on firm's letter head in sealed envelope-1 super scribed as "TECHNICAL BID")

To,

The Director( Admin), IDA, Patna.

With reference to the Notice Inviting Tender for hiring of 63 KVA Silent DG Set for IDA, Headquarter, having gone through and understood the scope of services and terms & conditions, we hereby submitting the technical information details as required:

| SI. | Particulars   | Information furnished  | Proof<br>attached<br>on page<br>no. |
|-----|---|--|-------------------------------------|
| 1   | Name of the Proprietor<br>with Name, Address &<br>Phone No. of the Bidder<br>Firm                               |  |                                     |
| 2   | Electrical Contractor<br>License Number   |  |                                     |
| 3   | PAN No.   |  |                                     |
| 4   | Service Tax No.   |  |                                     |
| 5   | Specification as per<br>approved by<br>Manufacturing I.S.<br>Company of the<br>proposed 63 KVA Silent<br>DG Set | Make<br>Model<br>Manufacturing Date<br>Capacity<br>Fuel (diesel) consumption litre/hour<br>Multifunctional Digital Meter |                                     |
| 6   | Details of Demand Draft<br>for non-refundable<br>Tender Processing Fee<br>of Rs. 1,000/-                        | DD No<br>Date<br>Bank  |                                     |
| 7   | Details of Demand Draft<br>for Earnest Money<br>Deposit of Rs. 25,000/-   | DD No<br>Date<br>Bank  |                                     |

Signature with date & seal of the Bidder

# Format for Financial Bid (Annexure-2)

(To be submitted on firm's letter head in sealed envelope-2 super scribed as "FINANCIAL BID")

To,

The Director( Admin), IDA, Patna.

With reference to the Notice Inviting Tender for hiring of 63 KVA Silent DG Set for IDA, Headquarter, having gone through and understood the scope of services and terms & conditions, we hereby submitting our lowest rates as follows:

| Name, Address & Phone No. of the Firm  | Rental charges per<br>month including<br>operator,<br>maintenance<br>charges with all<br>taxes.<br>( In Figure and<br>words) | Running cost of<br>Fuel (Diesel) per<br>hour.<br>(In Figure and<br>words) |  |
|--|--|---|--|
| Approved Specification by Manufacturing I.S.<br>Company of the proposed 63 KVA Silent DG Set |  |   |  |
| Make :   |  |   |  |
| Model :  |  |   |  |
| Manufacturing Date :   |  |   |  |
| Capacity :   |  |   |  |
| Fuel (diesel) consumption litre/hour :   |  |   |  |

Signature with date & seal of the Bidder

# Annexure-3

(Agreement to be executed with the IDA on non-judicial stamp paper of Rs. 1000/- as per the draft of Agreement)

#### AGREEMENT

THIS AGREEMENT made this.....day of ......Between Infrastructure Development Authority having its Head Office at 1<sup>st</sup> Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800004 (hereinafter called IDA which expression shall unless excluded by or repugnant to the context be deemed to include its successor and assign of the One Part and M/s..... having its Address/Registered Office at ..... (hereinafter called the "CONTRACTOR") of the 'Second Part' which expression should include its successor/s and assignee/s. WHEREAS the IDA is desirous of executing Contract for Hiring of

at ...... and has caused specifications describing the work to be

prepared and/or to be prepared by IDA.

AND WHEREAS the said specification as mentioned in the tender document (hereinafter mentioned), the specifications of the said DG Set have been signed by and on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown upon the said specifications.
- 2. The IDA shall pay the contractor said contract amount at the times & in the manner specified in the said conditions.

- 3. The said conditions and appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the Agreement on their part respectively in the said conditions contained.
- 4. The Agreement and documents mentioned herein shall form the basis of this contract.
- 5. The contractor hereby agrees to commence the work, as specified in the notice inviting tender.
- 6. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the conditions of contract.
- 7. That the several parts of this contract have been read and fully understood by the contractor.

# 8. SCOPE OF WORK AND TERMS & CONDITIONS

- i. The supplier should be agreeable to provide Silent type 63 KVA D.G. set on approved rates on monthly hire basis, with operator & fuel to be consumed for D.G. Set of reputed make/brand like "Kirloskar Green", "Greaves", "Cummins India", "Mahindra", "Ashok Leyland".
- ii. All cost for maintenance and servicing of the generating set including the cost of spare parts, periodical replacement and topping up of Mobil oil etc. are to be borne by the contractor.
- iii. The D.G. Set offered on hire basis should not be more than 2-years old.
- iv. The D.G. Set should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of the capacity of respective generator.
- v. For running the D.G. set, separate charges towards cost of fuel (diesel) per hour will be paid by the IDA, which are to be quoted by the vendor.
- vi. Supply & installation of accessories like cables, change-over switches, exhaust pipeline etc. for supplying generator power to a point in IDA premises will be made by the contractor at their own cost.
- vii. The charges for transportation, loading & unloading of the D.G. Set for installation of the same in IDA premises will be borne by the contractor. Mending of any damage caused to the IDA's property during loading, unloading of the D.G. Set in IDA's premises will be done by the contractor to original finish, at their cost.
- viii. The contractor should be in a position to install and commission the D.G. Set in IDA's premises within 15 (Fifteen) days from the date of awarding the contract.
- ix. The contract will remain in force initially for a period of one year from the date of satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever. The contract may be extended for further period keeping terms & conditions unchanged, depending on satisfactory services rendered by the contractor and requirement of the IDA.
- x. In case of major break-down of the D.G. Set an alternative interim arrangement will be made by the contractor immediately at no extra cost otherwise penalty may be imposed which may be deducted from monthly bill of the generator for the period the generating set remains non-functioning.
- xi. Earnest money deposited with tender document for an amount of Rs.25,000/-(Rupees Twenty-five Thousand only) by DD/Pay Order drawn in favour of IDA and payable at Patna will be realized in the bank account of IDA keeping as performance security deposit which will not bear any interest and the same will be refunded to the contractor within a reasonable period after the closure of the contract.

- xii. The contractor will have to remove the D.G. Set within a week from the date of termination or closure of the contract, at their cost, else demurrage charges @ 1000/- (Rupees One thousand only) per day will be charged by the IDA to the contractor. Mending of any damage caused to the IDA's property during taking out the generator will be done by the contractor to original finish, at their cost.
- xiii. If the successful bidder fails to perform the commencement of the contract within the specified time period, the earnest money deposited will be forfeited.
- xiv. The contract may be terminated at any time without assigning any reason and by giving 1 month prior notice for the same or contractor may quit from agreement by giving a notice 2 months in advance.
- xv. In case of any dispute or differences arising on terms and conditions, the same shall be settled and the decision made by Managing Director, IDA will be final.
- xvi. Jurisdiction In case of any dispute, the jurisdiction shall be the court of the Patna only.

In witness whereof the IDA and the Contractor have set their respective hands to be executed on its behalf of the day and year first herein written.

| Signed on behalf of<br>Contractor | Signed on behalf of IDA by its duly authorized Officer |  |
|-----------------------------------|--|--|
| In presence of:                   | In presence of:  |  |
| 1.                                | 1.   |  |
| 2.                                | 2.   |  |

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