OFFICE OF THE DISTRICT AND SESSIONS JUDGE, KULLU H.P-175101

No.D&SJ/KLU/CM/AMC/2025-
Dated Kullu, the 29th May, 2025

From:-

The District and Sessions Judge,
Kullu, H.P.-175101

Subject:- Comprehensive Annual Maintenance Contract (CAMC) for maintenance of Four Diesel Generator (DG) Sets of Civil and Sessions Division, Kullu, installed at various locations (Kullu, Manali, Keylong).

Competitive tender(s)/quotation(s) are invited in sealed cover for awarding Comprehensive Annual Maintenance Contract in respect of **Four Diesel Generator (DG) Sets** of Civil and Sessions Division, Kullu, installed at various locations (Kullu, Manali, Keylong), subject to the following conditions :-

The bidders are required to submit the physical copy of the Technical bids and Financial bids along with the hard copy of the instrument submitted against earnest money in the sealed envelope by way of post or by hand to the office of District and Sessions Judge, Kullu, H.P. on or before **23/06/2025** up to 04:00 PM.

The bidder shall have to furnish at least two percent (2%) as earnest money deposit (EMD) of the total amount quoted including G.S.T. and applicable tax etc., which should be submitted in the form of bank draft in the name of District and Sessions Judge, Kullu, Himachal Pradesh. However, exemption in depositing EMD is applicable for MSME registered firms. The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.

The Bid Security (EMD) may be forfeited:-
If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the

Tender Document is not given therein or if any particulars asked for in the Forms/proforma in the Tender are not fully furnished.

The Bids shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDER/BID

Sr. No.	Information	Details
1.	Tender No.	No.D&SJ/KLU/CM/AMC/2025-
2.	Tender Release Date	29.05.2025
3.	Tender Document Fee	-NIL-
4	Bid Submission Start Date From	30.05.2025, 10.00 AM
5	Last date for submission of pre-bid queries for clarifications only through e-mail	03.06.2025, up to 02.00 PM email ID:- dsj-kul-hp@gov.in
6	Last date (deadline) for submission of bids	23.06.2025, 04:00 PM
7	Opening of Technical bids	28.06.2025, 04.00 PM
8	Contact details and email id for queries	Telephone:- 01902-224378 Email ID:- dsj-kul-hp@gov.in

1. INTENT OF THE Civil and Sessions Division, Kullu, H.P.

1.1 District Courts, Kullu, Himachal Pradesh intend to hire the services of a professional company/firm for the award of the Comprehensive Annual Maintenance Contract (CAMC) for proper functioning of all Diesel Generator (DG) Sets of Civil and Sessions Division, Kullu, installed at various locations (Kullu, Manali, Keylong) as per Annexure-A and providing Facility Management services.

1.2 The bidder selected for award of CAMC shall be required to replace all the defective parts of the equipment with only genuine/original spare parts of respective OEM make i.e. replacement of the defective parts including batteries shall only be “like to like items” Only.

1.3 The details of equipments viz. make, model etc. and quantities of the equipment for which CAMC is to be awarded are indicated at Annexure-A of tender document. Bids received as per the prescribed instructions will be evaluated on the basis of documents, qualification/ eligibility criteria as indicated in the tender documents and over all quoted prices. However, District and

Sessions Judge, Kullu, Himachal Pradesh, reserves the right to make variation in the quantities to be brought under CAMC at any given point of time.

1.4 The successful bidder shall have to execute a contract with this office on a Non-Judicial stamp paper incorporating the terms & conditions. The Stamp duty for the said contract will be paid by the bidder.

2. SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) AND IMPLEMENTATION.

1. Scheduled Maintenance:-

(a) Regular inspections, oil changes, filter replacements and other preventive maintenance tasks to keep the DGs sets in optimal condition.

(i)Regular Checking of all parts of the DG sets required for normal functioning including deep cleaning of all filters, change in engine oil, coolant, radiator cap, batteries, start up items and all other items etc.
(ii) The Service engineer is required to check both electrical and mechanical parts of DG sets i.e filters, hose pipe, pump, nozzle, radiator, bearing, automatic voltage regulator, alternator, rotter key, switches, wires, batteries, vacuum Indicator, Rain caps etc. And must intimate to the office immediately and corrective action should be taken.
(iii) Checking for proper functioning of sensors and safety controls in terms of checking the connections and terminals and visual inspections. Checking of lube oil pressure.
(iv) Any visible change in normal parameters of DG set such as coolant leakages, Diesel leakages etc. Must be immediately addressed.
(v) The digital display of DG sets should be maintained functional all times.

(b) The Service engineer is required to undertake the following works during servicing of Diesel Generator Sets at their location/place.

(i) Checking of lube oil/mobile oil and top up/refill when required.
(ii) The oil filter shall be replaced periodically/when required.
(iii) The air filters shall be cleaned periodically with comprised air, checking of batteries and top up the distilled water, when required.
(iv) Coolant level and conditioning of coolant shall be checked and refilled when required.
(v) Any other essential services for smooth functioning of the DG sets must be ensured.

2. Repair Services:-
Coverage for repairs to the generator's engine alternator, control panel and other components as well as the cost of necessary parts.

3. Breakdown support:-
Assistance with troubleshooting and repairs in the event of a sudden failure.

4.Spare Parts:- The CAMC provider shall also cover the cost of certain spare parts, ensuring prompt repairs.

5. 24/7 Emergency support:- The CAMC provider shall also provide emergency support services, providing technician to respond to breakdowns during working hours as wellas out side of normal working hours (24/7 service).

3. Number of Resident Engineers to be deployed by the CAMC Vendor:
The Resident Engineers (REs) deputed must have minimum 1 (one) year of experience in the relevant field. The successful bidder shall have to depute 1 (One) technically qualified Resident Engineers (REs) for the Diesel Generators (DG) sets mentioned in Annexure-A.
3.1 The vendor shall also provide the regular preventive maintenance service minimum once in three months which is mandatory which is cleaning of parts/ hardware from internally and externally only after office working hours and can be carried out on holidays also with the permission from authorities for which no extra charges shall be levied. The Vendor/Bidder/REs are supposed to submit signed preventive maintenance report to the District and Sessions Judge, Kullu, H.P. on quarterly basis.

3.2 The breakdown maintenance call will have to be attended immediately and will have to be made functional within twenty four hours of logging of the complaint.

3.3 Complaint Registers maintained by REs will be kept in Computer / Server Room of Civil and Sessions Division, Kullu, Himachal Pradesh for registering the complaint. It will be the responsibility of the REs to attend to the call immediately in order to resolve the issue.

3.4 The Bidder shall not subcontract the maintenance job to any other agency and the bidder shall not take the Hardware to any Third Party Vendor without prior approval and the entire responsibility to repair the Hardware/equipments lies with the vendor/ bidder.

3.5 Civil and Sessions Division, Kullu Himachal Pradesh reserves the right to withdraw any number of equipment from the CAMC at any point of time during the contract.

3.6 REs should have their own vehicle and mobile with them for emergency contact on Sunday/Holidays. Mobile numbers are to be submitted in advance before deputing any REs for duty at Civil and Sessions Division, Kullu, Himachal Pradesh.

3.7 Any faulty part so replaced by the bidder/ REs is to be submitted back to the Computer /Server Room of Civil and Sessions Division, Kullu, Himachal Pradesh. Bidder should be fully responsible for any damage to the man & machine that occurs due to faulty workmanship of the bidder/ REs of the bidder during the period of the contract.

3.8 Any damage caused to Civil and Sessions Division, Kullu, Himachal Pradesh property or personnel within Civil and Sessions Division, Kullu, Himachal Pradesh premises by the Vendor/Bidder/REs during the operation of the contract will be to his account and are recoverable.

4. TERMS OF PAYMENT

4.1 No advance payment will be made to the bidder. The performance of the bidder will be monitored/ assessed by the authorities of Civil and Sessions Division, Kullu, Himachal Pradesh, accordingly the payment will be made as per mandate of Rule 108 of H.P.F.R., 2009, subject to the condition that proper Invoice/ Bill is furnished by the bidder well in time. The payment will be released only after deduction of downtime penalty amount etc., if any. DEDUCTION: If Resident Engineer does not report for call duty, vendor should provide alternative REs of the same capacity on the same day. If vendor fails to provide alternate REs, then DEDUCTION @ ₹500.00 per engineer per day upto a maximum 10 days will be deducted from the bill of CAMC after that review of contract may happen which may further lead to termination of contract.

4.2 Civil and Sessions Division, Kullu, Himachal Pradesh shall have the right of addition/ deletion of the quantity of the items under the contract, either before the start of the CAMC or at the beginning of each month during the CAMC under intimation to the contractor and the payment will be made on pro- rata basis, after deducting penalty amount from payments as per terms and conditions of the contract.

4.3 TDS will be deducted from the contract price payable to the contractor/vendor for performing the service under the contract.

5. PERIOD AND AWARD OF CONTRACT

5.1 The CAMC shall be awarded for a period of one year from the date of entering into contract.

5.2 Performance of the contract: In case the services of the vendor are not found satisfactory at any time during the period of the contract, District and Sessions Judge, Kullu, Himachal Pradesh reserves the right to terminate the contract along with forfeiture of the performance security by giving the one month notice to the vendor.

5.3 Tenderer will not be entitled to claim any compensation of what so ever nature if the termination/cancellation of CAMC is imposed by Civil and Sessions Division, Kullu, Himachal Pradesh for any reason.

6. HANDING OVER

6.1 The bidder shall provide services for minimum one month beyond the date of expiry of the contract without any extra cost so that all the equipment under maintenance contract is handed over to the next contractor.

6.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the bidder within the next ten working days failing which the bidder/vendor need to supply the new equipment against the faulty equipment or the purchase cost thereof shall be deducted from the last/ final CAMC payment.

7. TECHNICAL CRITERIA (The criteria for submission of technical bid is as under):-

7.1 The bidder shall have to furnish at least 2% amount as earnest money deposit (EMD) of the total amount quoted including G.S.T. taxes etc., which should be sent in the form of bank draft or a bank guarantee in the name of District and Sessions Judge, Kullu, Himachal Pradesh. However, the earnest money of unsuccessful tenderer shall be returned within a reasonable time.

7.2 The tenderer must have its own office or must have a service agent stationed in Himachal Pradesh. The tenderer is required to furnish certificate in this behalf.

7.3 The Certificate in Annexure-B from the Company Secretary or the Managing Director in respect of the Company and from the Managing Partner in respect of a firm and from the Proprietor in the case of a proprietorship concern to the effect that the bidder is not currently blacklisted or penalized in the past by any Government organization/ PSU/ autonomous body in India or abroad.

7.4 The bidders who have been imposed penalty by any State/Central Govt. Department/PSU/ Autonomous body for non-satisfactory CAMC Services in the past, shall be technically disqualified straightaway. The bidder must submit undertaking in this regard as per Annexure-B.

7.5 The Resident Engineers (REs) deputed must have at least 1 (one) year of experience in the relevant field. The successful bidder shall have to depute 1 (One) technically qualified Resident Engineers (Res).

7.6 Technical Bids consisting of all technical details along with commercial terms and conditions and financial bid indicating item-wise prices for the items mentioned in the technical bid be submitted separately by the tenderer.

7.7 The financial bids of only technically qualified bidders shall be opened for financial evaluation and ranking before awarding the contract.

7.8 The bidder will have to produce the original documents as and when demanded.

7.9 No queries shall be entertained after the last date as mentioned for submission of written queries/ clarifications only through e-mail.

7.10 Any tender document received by Civil and Sessions Division, Kullu, Himachal Pradesh after the prescribed date and time of receipt, will be treated as late/ delayed tenders and the same will not be considered for any purpose.

7.11 Bidder has to participate for all the items mentioned in Annexure-A.

7.12 The bidder claiming any exemption from any of the conditions of this tender document/bid shall support his claim with documentary proof failing which the bid shall be rejected.

7.13 The bids shall be procured in the following manners, namely:
(a) Technical bid consisting of all technical details of services to be provided by the contractor along with commercial terms and conditions and Financial bid indicating the cost of services mentioned in the technical bid should be submitted separately by the bidders;
(b) The Technical bid and the Financial bid should be sealed by the bidder(s) in separate covers duly super-scribed. Both these sealed covers should be put in a bigger cover which shall also be sealed and duly super-scribed.
(c) The bids received after the date and time specified for their receipt and as mentioned at serial b above will not be considered.

8. Monitoring of the Contract

The performance of the contract will be continuously monitored by this office and in event of non performance of contract or not providing satisfactory services may leads to cancellation of contract.

9. Penalty Clause

Down-time penalty for delay in completing the calls after the stipulated period is Rs.500/- per day and Delay in submission of Preventive Maintenance Reports on quarterly Rs.50/- per day basis.

Important Note

The aforesaid tender(s/quotation(s) should reach in the Office of the undersigned on or before **23.06.2025** at 4:00 PM with clear terms and conditions, mentioning the rates for the C.A.M.C. with all spare parts. Technical bids will be opened on **28.06.2025** at 4:00 PM by the Technical and Financial Committee of this Civil and Sessions Division. The sealed quotation in the desired format as under Annexure-A to Annexure-D should be addressed to "The District and Sessions Judge, Kullu, H.P. 175 101" clearly depicting on the top of the envelope in bold letters that "The quotations for the Comprehensive Annual Maintenance Contract of Diesel Generator (DG) sets and last date for receipt of quotations is **23.06.2025**". Any quotations received after the aforesaid period shall not be entertained and as such, the same shall be liable to be rejected straightway. The successful tenderer performance security to the extent of five (5) percent of the total consideration amount of the contract at the time of signing agreement. The terms and conditions for making the payment shall be regulated as per mandate of Rule 108 of the H.P.F.R., 2009. This Office reserves all rights to alter the quantity / hardware at the time of agreement, select and reject any or all the quotations received, without assigning any reason whatsoever. However, the District and Sessions Judge, Kullu, may, in view of the facts and circumstances relax the technical criteria.

District and Sessions Judge,
Kullu,H.P.(JO Code-01181)

Endst. No.D&SJ/KLU/CM/AMC/2025- 4221-29 **Dated :- 29.05.2025**

Copy forwarded to (by email):-

1 The Central Project Coordinator, Hon'bie High Court of H.P., with a request to upload the tender notice on the website of the Hon'ble High Court for wide publicity.

2. All the Judicial Officers in this Division, with request to display the copies of same on their respective Notice Board for wide publicity.

3. Assistant Programmer, of this office, with direction to get this notice uploaded forthwith on the official website of District Courts, Kullu, for wide publicity.

4. Notice Board of this office.

District and Sessions Judge,
Kullu,H.P.(JO Code-01181)

Annexure-A

Showing Court/location-wise details of DG sets

Sr.No.	Number of DG sets	Location
1	1. (all parts of Kirloskar 5KVA DG set model no. **SEKG-5AS7** including battery) 2. (all parts of Kirloskar 5 KVA DG set model no. **KG1-5AS3/5KVA** including battery)	Court Complex, Kullu
2	1. (all parts of Kirloskar 5 KVA DG set model no. **KG1-5AS3/5KVA** including battery)	Sub Divisional Court Complex, Manali
3	1. (all parts of Kirloskar 5 KVA DG set model no. **KG1-5AS3/5KVA** including battery)	Sessions House Keylong
Total Four Diesel Generator (DG) Sets		

Annexure-B:

DECLARATION REGARDING CLEAN TRACK RECORD

Date:
Tender Reference No.: No.D&SJ/KLU/CM/AMC/2025- Dt.

To

The District and Sessions Judge,
Civil and Sessions Division, Kullu, H.P.

Subject: Declaration regarding clean track record of the firm/ company/proprietorship concern.

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Reference No.D&SJ/KLU/CM/AMC/2025- Dt.

I hereby declare that my company/ firm/ proprietorship concern has not been debarred/black listed/ penalized by any Government/ Semi Government organization in India or abroad in the past. I further certify that the competent authority in my company/ firm/ proprietorship concern has authorized me to make this declaration.

Yours Sincerely,
Name:_____
Designation:_____
Company/firm:_____
Proprietorship concern_____
Address: _____
_____
(Stamp & Signature)

Annexure-C:

PERFORMANCE SECURITY FORM

Date:
Tender Reference No.: No.D&SJ/KLU/CM/AMC/2025- Dt.

To

The District and Sessions Judge,
Civil and Sessions Division, Kullu, H.P.

WHEREAS (Name of Tenderer) has undertaken the Contract, as per Tender No. _____ dated _____ to supply_____(Description of goods and Services) hereinafter called "the Contract". (Guarantee shall be restricted to an amount not exceeding INR_____ _____).

1. In consideration of the Civil and Sessions Division, Kullu, Himachal Pradesh (hereinafter called C&SD") having agreed to exempt M/S (hereinafter called "_____the said Contractor(s)" from the demand under the terms and conditions of Tender No. ____ issued by the Civil and Sessions Division, Kullu, Himachal Pradesh for purchase of_____ for_____ from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for on demand.
2. We (Bank Name) a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at and one of its branches at_____ do hereby undertake to pay INR _____, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the C&SD. Any such demand made on the Bank by the C&SD shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the C&SD and we , bound ourselves with all the directions given by C&SD regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding_____.
3. We undertake to pay to the C&SD any money so demanded not with standing any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We , further agree that the performance guarantee herein contained shall remain in full force and effective _____and that it shall continue to be_____enforceable for above specified period till all the dues of D&SJ under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the C&SD certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, further agree with the C&SD that the C&SD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the

C&SD against the said contractor(s) and to forbear or enforce any of the conditions of tender document for selection of the vendor for purchase of ____ for and we shall not be relieved from out liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the C&SD or any indulgence by the C&SD to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (Bank Name) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We , lastly undertake not to revoke this guarantee except with the prior consent of the C&SD in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the C&SD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to INR.

9. It shall not be necessary for the C&SD to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the C&SD may have obtained or obtain from the contractor.

10. We _____ , verify that we have a branch at _____. We undertake that this Bank Guarantee shall be payable at. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has /have full power(s) to execute this guarantee for the management delegation issued by the bank.

Yours sincerely
Name.....
Signed.....
In the capacity of.....
Duly authorized to sign the Application for and on behalf of.....
Stamp / Seal.....

Annexure-D:

COMMERCIAL PROPOSAL SUBMISSION FORM (ON BIDDER'S LETTER HEAD)

To

The District and Sessions Judge,
Civil and Sessions Division, Kullu, H.P.

Sir,

We, the undersigned, offer to undertake the AMC of the Diesel Generator (DG) Sets mentioned in Annexure A (please specify the services that your company is opting for) We have submitted the Financial/Commercial bid in the format of Bill of Quantity. Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal i.e. six months. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

Methodology –

1. Our Bid shall be valid for a period of 180 days i.e six months from the last date fixed for submission of the bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and on acceptance it shall remain binding on us till the conclusion of the entire contract.
2. If our Bid is accepted, we commit to submit a performance bank guarantee to the extent of 5% of the total tendered amount in accordance with the Bidding Documents.
3. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal comprehensive contract is executed;
4. We also understand that you can reject any bid without assigning any reason.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Yours sincerely
Name.....
Signed.....
In the capacity of.....
Duly authorized to sign the Application for and on behalf of.....

Stamp Seal.....

Annexure-E:

LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the District and Sessions Judge, Civil and Sessions Division, Kullu, Himachal Pradesh, on the Tenderer's Letter Head.)

To

The District and Sessions Judge,
Civil and Sessions Division, Kullu, H.P.

Sir,
Sub:- Out Bid for_____.

With reference to our Bid, having examined and understood the instruction, terms and conditions forming part of the Bid, we hereby enclose our offer for the AMC of the Diesel Generator(DG) Sets as detailed in your above referred Tender Document.

We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be the part of the Agreement at Annexure-F.

We also understand that the District and Sessions Judge, Civil and Sessions Division, Kullu, Himachal Pradesh, is not bound to accept the Offer either in part or in full and the District and Sessions Judge, Civil and Sessions Division, Kullu, Himachal Pradesh, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,
Authorized Signatories,
(Name & Designation, Seal of the Firm)
Date:_____

Annexure-F:

AMC AGREEMENT

This Agreement is made on the _____ day of _____, 2025, between the Civil and Sessions Division, Kullu, Himachal Pradesh, through its District and Sessions Judge (hereinafter referred to as First party) AND M/s_____ _____ through its proprietor _____ , (hereinafter referred to as Second party), for maintenance of the Diesel Generator (DG) sets installed in the Civil and Sessions Division, Kullu, Himachal Pradesh, in the Agreement.

WHEREAS : The First party is desirous of entering into the Comprehensive Annual Maintenance Contract (C.A.M.C.) Agreement, with the Second party, for the maintenance of Diesel Generator(DG) sets, as per the detail given below, installed at various locations (Kullu, Manali, Keylong), of Civil and Sessions Division, Kullu, for a period of one year w.e.f. _____,to_____, for a sum of _____, inclusive of taxes.

1. Annexure-A: Four Diesel Generator(DG) sets installed in the Civil and Sessions Division, Kullu, Himachal Pradesh at various locations (Kullu, Manali and Keylong). The Bidders are required to quote the rate for all the items mentioned hereunder otherwise the bid shall be rejected.

2. CAMC shall be Inclusive of Spares, consumables, Battery, and Replacement will be provided in case of non repairable items/ Hardware.

Sr.No.	Number of DG sets	Location
1	1. (all parts of Kirloskar 5KVA DG set model no. **SEKG-5AS7** including battery) 2. (all parts of Kirloskar 5 KVA DG set model no. **KG1-5AS3/5KVA** including battery)	Court Complex, Kullu
2	1. (all parts of Kirloskar 5 KVA DG set model no. **KG1-5AS3/5KVA** including battery)	Sub Divisional Court Complex, Manali
3	1. (all parts of Kirloskar 5 KVA DG set model no. **KG1-5AS3/5KVA** including battery)	Sessions House Keylong
Total Four Diesel Generator (DG) Sets		

Note:- Quantity can be increased or decreased at the discretion of Civil and Sessions Division, Kullu,Himachal Pradesh at any point of time.

CONTRACT : The Second party has agreed to maintain the aforesaid Diesel Generator (DG) sets for a sum of _____(in figures) (`_____ _____ _____), inclusive of all taxes, in accordance with the provisions laid down in the contract.

3. SCOPE AND SERVICES :

The Second party has agreed to provide the following services under the contract to keep all Four Diesel Generator (DG) sets installed in this Civil and Sessions Division Kullu, at various locations (Kullu,Manali,Keylong) as mentioned here-in above, in good working condition:-

1) The CAMC services comprise preventive and corrective maintenance covering all Four Diesel Generator (DG) sets installed at various locations (Kullu, Manali, Keylong) and replacement of parts,fittings and servicing. The CAMC vendor shall be responsible for providing the support of all the issues irrespective of the fact that it is a paid support by the OEM or by any other firm.

2) CAMC is comprehensive in nature and includes all parts of the Diesel Generators (DG) sets. Any defective part of the hardware has to be repaired/ replaced by the Second Party at his own cost. Parts so replaced should be new original parts of the OEM depending on the item under contract. All small accessories which are essential for running the item are covered under CAMC.

3) The CAMC will also include providing the Facility Management System including service.

4) The REs of the CAMC vendor will be solely responsible for resolution of issues. If the REs are not able to resolve the issue in hand, the CAMC vendor must arrange the Engineer to resolve the same within stipulated time as mentioned hereunder in the tender.

5) The CAMC will include providing the following services and maintenance facility:-

3.1. Scheduled Maintenance:-

(a) Regular inspections, oil changes, filter replacements and other preventive maintenance tasks to keep the DG sets in optimal condition.

(i)Regular Checking of all parts of the DG sets required for normal functioning including deep cleaning of all filters, change in engine oil, coolant, radiator cap, batteries, start up items and all other items etc.

(ii) The Service engineer is required to check both electrical and mechanical parts of DG sets i.e filters, hose pipe, pump, nozzle, radiator, bearing, automatic voltage regulator, alternator, rotter key, switches, wires, batteries, vacuum Indicator, Rain caps etc. And must intimate to the office immediately and corrective action should be taken.

(iii) Checking for proper functioning of sensors and safety controls in terms of checking the connections and terminals and visual inspections. Checking of lube oil pressure.

(iv) Any visible change in normal parameters of DG set such as coolant leakages, Diesel leakages etc etc. Must be immediately addressed.

(v) The digital display of DG sets should be maintained functional all times.

(b) The Service engineer is required to undertake the following works during servicing of Diesel Generator Sets at their location/place.

(i) Checking of lube oil/mobile oil and top up/refill when required.

(ii) The oil filter shall be replaced periodically/when required.

(iii) The air filters shall be cleaned periodically with comprised air, checking of batteries and top up the distilled water, when required.

(iv) Coolant level and conditioning of coolant shall be checked and refilled when required.

(v) Any other essential services for smooth functioning of the DG sets must be ensured.

3.2. Repair Services:-
Coverage for repairs to the generator's engine alternator, control panel and other components as well as the cost of necessary parts.
3.3. Breakdown support:-
Assistance with troubleshooting and repairs in the event of a sudden failure.
3.4.Spare Parts:- The CAMC provider shall also cover the cost of certain spare parts, ensuring prompt repairs.
3.5. 24/7 Emergency support:- The CAMC provider shall also provide emergency support services, providing technician to respond to breakdowns during working hours as well as out side of normal working hours (24/7 service).

4. The Resident Engineers (REs) deputed must have minimum 1 (one) year of experience in the relevant field. The successful bidder shall have to depute 1 (One) technically qualified Resident Engineers (REs) for the DG sets mentioned in Annexure-A. The REs should be made available in Civil and Sessions Division, Kullu, Himachal Pradesh on all working days during office hours for maintenance/ repair of the DG sets in Civil and Sessions Division, Kullu, Himachal Pradesh. If any equipment covered under the CAMC is taken out of the premises of the Civil and Sessions Division, Kullu, Himachal Pradesh for any repair, it shall be under full responsibility of the Second Party, till the same is returned to the concerned branch in satisfactory working condition. Item may be taken out only with the written permission of the authority. In case of emergency/ repairs during holiday and after working hours, the REs shall be made available at no extra charges. REs have also to provide Support during the events of Civil and Sessions Division, Kullu, Himachal Pradesh like high level meetings etc.

5. The Second Party shall also provide the regular preventive maintenance service minimum once in three months which is mandatory. Under this activity, following jobs are to be done:
i. The REs will be single point of contact for any complaint related to service who will further contact their company/bidder and no separate correspondence shall be made with the vendor/second party in this regard.
ii. The REs should inform about any planned leave and will ensure the alternate manpower.
iii. Cleaning of all equipments externally using soft cloth, carbon tetra chloride & appropriate polish etc. will be provided by Second Party within CAMC charges.
iv. Internal cleaning of the equipments (only which are under CAMC) using /other appropriate means like vacuum cleaner.
v. The REs will also help the Civil and Sessions Division, Kullu, Himachal Pradesh technical team in installation/ shifting as and when required.
6. Complaint Registers maintained by RE will be kept in Computer Branch for registering the complaint. It will be the responsibility of the REs to attend immediately in order to resolve the issue.
7. The Second Party/REs shall keep sufficient number of spares, as standby so that the same may be provided as back up in case of any issue /failure CAMC/peripherals can be repaired urgently. Any cost incurred towards transportation of the faulty/repaired as well as standby equipment shall be borne by the bidder. The bidder agrees as follow:
1. The Second Party shall not subcontract the maintenance job to any other agency.

2. Civil and Sessions Division, Kullu, Himachal Pradesh reserves the right to withdraw any number of equipment from the CAMC at any point of time during the contract.
3. REs should have their own vehicle and mobile with them for emergency contact on Saturday/ Sunday/ Holiday. Mobile numbers are to be submitted in advance before deputing any REs for duty at Civil and Sessions Division, Kullu, Himachal Pradesh.
4. Any faulty part so replaced by the Second Party/REs needs to be submitted back to the Computer Branch, Civil and Sessions Division, Kullu, Himachal Pradesh. Second Party should be fully responsible for any damage to the man & machine that occurs due to faulty workmanship during the period of the contract.
5. Any damage caused to Civil and Sessions Division, Kullu, Himachal Pradesh property or personnel within Civil and Sessions Division, Kullu, Himachal Pradesh & Subordinate Courts premises by the Second Party's Representative (REs) during the operation of the contract will be to his account and are recoverable.

8. TERMS :
1. This contract is for the period of one year w.e.f. __ /___/___ to ____/____/ ____ and either party can terminate the contract at any time by giving one months advance notice in writing.
2. Maintenance/service charges shall also not include.
3. At each location, the record will be kept by the Second party about the machine failures including the nature of failure, date and time of the complaint and the duration of the total down time. This record will be signed by the Service Engineer and countersigned by Proprietor of the Second party.
4. In case the services of the Second Party are found not satisfactory at any time during the period of the contract,the District and Sessions Judge, Kullu, Himachal Pradesh reserves the right to terminate the contract along with forfeiture of the performance security.
5. The Second Party will not be entitled to claim any compensation of what so ever nature if the termination /cancellation of CAMC is imposed by Civil and Sessions Division, Kullu, Himachal Pradesh for any reason.
6. The CAMC vendor shall be responsible for providing the support of all the equipments/hardware issues irrespective of the fact that it is a paid support by the OEM or by any other firm.

9. SERVICE ASSURANCE :
The breakdown maintenance call will have to be attended immediately and the DG sets will have to be made functional within twenty four hours of logging of the complaint.

10. PENALTY :
Down-time penalty for delay in completing the calls after the stipulated period is Rs.500/- per day and Delay in submission of Preventive Maintenance Reports on quarterly Rs.50/- per day basis.

11. TAKING OVER : The Second Party shall provide services for minimum thirty working days or maximum sixty days beyond the date of expiry of the contract without any extra cost so that all the equipment under maintenance contract is handed over to the next contractor. The second party shall undertake to declare that it has taken over and inspected all the DG sets/hardware covered under CAMC as per Annexure-A. Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Second Party within the next ten working days failing which the

equipment shall be rectified from alternative sources and the cost thereof shall be deducted from the last/ final CAMC payment.

12. PAYMENT : The payment will be released by the First party to the Second party, as per mandate of Rule 108 of H.P.F.R., 2009 subject to the condition that proper Invoice/Bill is furnished by the Second party to the First party well in time. The payment will be released only after the deduction of down-time penalty amount, so calculated, if any.

DEDUCTION: If Resident Engineer does not report for duty, Second Party shall have to provide alternative REs of the same capacity. If Second Party fails to provide alternate REs, then DEDUCTION @ Rs.500.00 per engineer per day upto a maximum of 10 days will be deducted from the bill of AMC after that review of contract may happen which may further lead to termination of contract. TDS will be deducted at source from the contract price payable to contractor for performing the service under the contract.

13. REVISION OF MAINTENANCE CHARGES :

Changes or enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum to this contract.

14. The bidder claiming any exemption from any of the conditions of this tender document/bid shall support his claim with documentary proof.

15. GENERAL PROVISION :

All the terms and conditions mentioned in the tender document shall form part this agreement and same shall be complied and agreed by the second party.

FOR AND ON BEHALF OF THE FIRST PARTY.	IN THE PRESENCE OF WITNESSES (First Party) :-
SIGNATURE NAME : DESIGNATION : District and Sessions Judge,Kullu, H.P. DATE :	1.SIGNATURE NAME : DESIGNATION: 2. SIGNATURE NAME : DESIGNATION:

FOR AND ON BEHALF OF THE SECOND PARTY.	IN THE PRESENCE OF WITNESSES (Second Party) :-
SIGNATURE NAME : DESIGNATION : DATE :	1.SIGNATURE NAME : DESIGNATION: 2. SIGNATURE NAME : DESIGNATION/address:

Annexure-G:

FINANCIAL / COMMERCIAL BID FORM
(On the Tenderer's Letter Head.)

Comprehensive Annual Maintenance Contract (C.A.M.C.) rates for maintenance of Four Diesel Generator (DG) Sets of Civil and Sessions Division, Kullu, installed at various locations (Kullu, Manali, Keylong) on "AS IS WHERE IS" basis.

Sr. No.	Number of DG sets	Location	AMC cost per item (in Rs.)
1	1. (all parts of Kirloskar 5KVA DG set model no. SEKG-5AS7 including battery) 2. (all parts of Kirloskar 5 KVA DG set model no. KG1-5AS3/5KVA including battery)	Court Complex, Kullu	
2	1. (all parts of Kirloskar 5 KVA DG model no. KG1-5AS3/5KVA set including battery)	Sub Divisional Court Complex, Manali	
3	1. (all parts of Kirloskar 5 KVA DG set model no. KG1-5AS3/5KVA including battery)	Sessions House Keylong	
Total Four Diesel Generator (DG) Sets			**AMC total cost (in Rs.)=**

Date:- **Signature with Stamp.**