



# Chandigarh Judicial Academy

Sector-43-D, Chandigarh – 160032

Ph.No.0172-6662241 Fax No.0172-6662178

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No: Dir/CJA/2020/1477

Dated : 18.09.2020

## **NOTICE FOR SEALED QUOTATION.**

Chandigarh Judicial Academy invites sealed quotations in the name of undersigned for providing maintenance services of Diesel Generator Set (Cummins make 180 KVA DG Set Model 6CTA8.3-G2) for Chandigarh Judicial Academy through the official website of this Academy till **10.10.2020** from the registered vendors with GST. The terms and conditions/ General terms and conditions of the work along with the scope of the work is at **Annexure A**.

Sealed quotations should be superscribed with :-

**“QUOTATION FOR ANNUAL MAINTENANCE CONTRACT FOR PROVIDING MAINTENANCE SERVICE OF DIESEL GENERATOR SET (CUMMINS MAKE 180 KVA DG SET MODEL 6CTA8.3-G2) FOR CHANDIGARH JUDICIAL ACADEMY”**

Sealed quotations will be opened in the office of undersigned on **12.10.2020**.

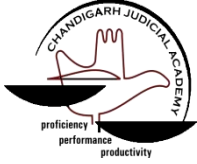
Quotation only by way of hand/post will be accepted. Quotations received after due date will not be considered and Academy shall not be responsible for any postal delay.

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Director (Administration)  
Chandigarh Judicial Academy

### **Terms & Conditions:**

1. Offered rates should clearly indicate Base price/Cost, GST or any other charges applicable.
2. Bid will be valid for 120 days from the opening of the sealed quotation.
3. Bidders are strongly advised to visit the site.
4. Payment of the annual bill will be subject to satisfactory performance of services as well as compliance of all the terms and conditions of the agreement and request for advance payment (part or full) shall not be entertained.
5. Addendum/Corrigendum if required will only be published on the website of Chandigarh Judicial Academy
6. Academy reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the bid without any compensation.
7. Academy reserves the right to accept or reject any/all the offer without giving any reasons thereof.
8. Academy reserves the right to select/reject one or more Bidders. The Academy does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever. Conditional tenders are liable to be rejected.
9. Contact person for enquiries :- Sh. Ravinder Singh (Ph. No. 0172-6662241, M: 8054017754).



# Chandigarh Judicial Academy

Sector-43-D, Chandigarh – 160032

Ph.No.0172-6662161 Fax No.0172-6662178

Website:www.cja.gov.in e-mail id: [cja.chd@hotmail.com](mailto:cja.chd@hotmail.com)

## DETAILS OF THE BIDDER

### 1. Details of Organization :-

Name of the firm/Agency:- \_\_\_\_\_

Status of Agency (Partnership Firm/ Pvt Ltd. Co.)\_\_\_\_\_

Postal address in full in capital letters:\_\_\_\_\_

Telephone \_\_\_\_\_

Fax No \_\_\_\_\_

Email id (**mandatory for further communication**) \_\_\_\_\_

Registration No.\_\_\_\_\_

(Please attach copy of Registration Certificate)

GST Regn. No.\_ \_\_\_\_\_

(Attach Copy)

PAN Number \_\_\_\_\_

(Attach Copy)

### 2. Details of Experience

(The bidder who has four years experience in providing maintenance services of Diesel Generator Set ((Cummins make 180 KVA DG set Model 6CTA8.3-G2) will be eligible to apply. The list of clients along with completion certificate, Name and contact details of the person should be submitted along with the bid.)

Sr. No.	Client Name	Name and contact number of the person	Type of service given

### 3. TERMS AND CONDITIONS

- That the agreement shall remain in operation for a period of one year unless terminated in accordance with the terms and conditions contained herein and General terms and conditions as at Annexure 'A' and 'B' hereto. The 'Academy' reserves the right to extend the period of contract for another one year subject to satisfactory performance of service and compliance of all the terms and conditions of agreement.
- That the 'Agency' will provide regular service of Diesel Generator Set of 180 KVA of 'Cummins company (item named as Sudhir)' including Auto Main Failure (AMF) Panel along with parts ( i.e Both Contractors, Manual Change Over, Bus Bar, Meter all type, N O & NC relay, Selector Switch, on/off switch, Timer Relay, Emergency Switch & Electrical Panel etc) and the payment will be made on satisfactory performance of service on the annual bill to be raised by the 'Agency'.
- That the job of servicing includes the labour charges for replacement of following parts of Cummins Engine and Stamford Alternator make. The spares will be provided by the Academy.
- That the scope of work involves annual service of the DG set by the firm once in a year and compulsory fortnightly inspection including special calls during emergency and functions in the following manner:-

- Checking Fuel filter
  - Checking Oil filter
  - Checking Air cleaner assembly parts
  - Checking Engine oil level
  - Checking Water coolant level
  - Checking water hose pipe
  - Self starter servicing
  - General maintenance of the battery charger and providing distilled water regularly
  - The proper cleanliness of Generator
  - The other work as per site requirement
- e) That there will be free visit by Agency's Engineers as and when required by the Academy. The periodical service of the Diesel Generator Set would be after 250 hours of the running of Diesel Generator Set or after every six months whichever is earlier. The spare parts at the time of servicing as per List Annexure 'A' shall be provided by the Academy.
- f) That Agency will depute one Operator/ Technician during major function/programme in the Academy.
- g) That the Agency would be required to maintain sufficient original spare parts and maintenance staff at their own cost for attending the call backs and faults immediately within two hours maximum and efficiently on the call complaint during days & nights. The name of the contact person and telephone no. shall be intimated to the Academy and any change be also instantly informed.
- h) That the rate will include the cost of spare parts which are required at the time of servicing i.e Element Lube Oil Filter (Part No. 3401544 Cummins or LF9009) , Fuel Filter (4962810 Cummins or FS19634), Filter Coolant (4104821 Cummins or WF2152), Valvoline Oil 30 Ltr (D3203M Cummins or 505742 (20W40) , Coolant 2 Ltr and the remaining material, if any, for the maintenance of the Diesel Generator set will be issued to the Agency by the Academy for replacement.
- i) That the work shall be carried out according to the CPWD general specification and site requirement.
- j) That the dismantled material (only at the time of Annual service) shall be the property of the Agency and the recovery for the same will be made lump sum @ Rs. 1000/- Each Job/Service from the bill. The dismantled material will be taken out from the Academy after issuance of Gate Pass.
- k) That all the parts to be installed/replaced should be of same as per relevant make of generating set or genuine spare parts for which Agency will advise the Academy.
- l) That any damage/loss to the machinery and any other installation due to the negligence of the contractor /Agency's staff will be borne by the Contractor/Agency and no payment on this account will be made by the Academy.
- m) That after the fortnightly inspection & at the time of service, the agency will submit a checklist, in the superintend office after verifying by tech. staff and in the absence of tech. staff by Estate Manager.
- n) That the visit for the regular service of installations, would be in the presence of the nominated official of the Academy.
- o) Notwithstanding anything contained in any clause of this Agreement the Service Contract can be terminated by the 'Academy' without any notice.
- p) PENALTY/DAMAGES FOR DELAY IN DELIVERY:- The Job Satisfactorily

- q) If the Agency fails to deliver within the stipulated period the required services of the work, the Agency shall be liable to pay as penalty/damages which may extend to ½ percentage of the contract amount per day, as may be determined by Director (Admn.).
- r) All disputes and differences between the parties to this agreement relating to or arising out of or concerning this agreement including interpretation of any condition or covenant thereof shall be referred for arbitration to an Arbitral Tribunal/Arbitrator nominated by the Board of Governors. The award of the Arbitrator shall be final and binding upon the parties.

**GENERAL TERMS AND CONDITIONS :-**

**1. Revocation of Contract :-**

The Judicial Academy shall have absolute rights and power of revocation of the contract in case of breach of any clause of the contract, without any prior notice and no claim whatever on this account shall be entertained.

**2. Formulation of Mechanism and monthly duty/assignment chart :-**

On taking over the responsibility of providing the aforesaid services the contractor/agency shall formulate the mechanism and monthly duty assignment chart. The agency as well as the staff deployed by it on duty shall be duty bound to carry out the directions/instructions given to it from time to time. Any dereliction from such obligation shall be considered as breach of terms of contract.

**3. Supervisory Control :-**

The persons so deployed shall be under the control and supervision of the Agency. The Agency shall be responsible to prevent any unlawful act or disorderly conduct of its employees so deployed and for the preservation of peace and protection of persons and property of the Academy.

**4. Relationship between the employer and staff:-**

The persons deployed by the Agency for the job under the service contract shall be its employees for all intents and purposes and in no case there shall be any relationship of employer and employee between the said persons and Academy either implicitly or explicitly.

**5. EPF/ESI/Minimum Wages :-**

The Agency shall be responsible for fulfilling all its obligations towards the persons deployed under all labour laws, namely under the Minimum Wages Act, the Employees Provident Fund and M.I.S. Provision Act, 1952 etc. The Agency will arrange to open such EPF/ESI accounts of all the employees deployed by it. The responsibility of insurance EPF deposits and ESI Cards to the employees solely lies with the Agency.

**6. TDS:-**

Income Tax shall be deducted from the bill of the Agency at Source at the rates as applicable from time to time, in accordance with the instructions/rules applicable in this regard.

**7. Other Mandatory Responsibilities of the Contractor/Company :-**

It is obligatory on the part of the Agency to fulfill its commitments towards its employees so deployed by it under the various labour laws. The Agency shall comply with or cause to be complied with the Agency's labour regulations made by the Govt. from time to time.

**8. Liability of Contractor /Company to Indemnify :-**

The Agency shall keep the site of work indemnified against any loss caused to the Academy property by the way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the Agency. It shall be responsible for payment of any loss caused to the Academy property. In case, any employee of the Agency, so deployed enters into dispute of any nature, whatsoever, it will be the sole responsibility of the Agency to contest the same. Further the Agency shall ensure that no financial or other legal liability comes on the Academy in this respect at any time for the acts done by the employee(s) of the Agency.

**9. Deficiency in service/Disobedience by staff :-**

In case of any deficiency in service, the Director (Admn.) shall be at liberty to impose penalty as may be deemed fit, which can be extend upto ½ percentage of the contract amount and the decision made shall be final and binding on the Agency. The Director (Admn.) shall have further right to adjust, readjust or deduct any of the amount as aforesaid from, the payment to be made to the Agency under the contract.

10. No living or other accommodation etc. shall be provided by the Academy.
11. The Contractor/Company has to strictly follow the wages approved by the appropriate Government.
12. The Contractor/Company has to employ qualified skilled workers at the Academy. The Contractor/Company must provide extra staff when required at its own level.
13. The age of the employees/workers of the Agency should not be less than 18 years and should be physically sound to perform the duty.
14. No claim on account of fluctuation in prices due to any cause will be considered.
15. The Company will comply with all Rules, Regulations with regard to labour laws, EPF, ESI, and Electricity Rules for faithful execution of contract.
16. If the Contractor/Company does not comply with prevalent minimum wages as fixed by the Labour Commissioner, the disciplinary action can be taken against the Contractor/Company for which it shall be sole responsibility of the Contractor/Company.
17. The amount of work can be increased or decreased according to the requirement of the Academy and no claim on this account will be entertained.
18. All material proposed to be used by the Contractor on the work shall be subject to the approval of Academy before the same is used. Academy reserves the right to reject any material considered by it to be not conforming to the standard specifications, unsuitable or inferior quality

## Annexure A

### OPERATION AND MTC. OF GEN. SET IN JUDICIAL ACADEMY BUILDING SECTOR 43, CHD. (MTC. & SERVICING OF GEN. SETS).

S. No.	Description	Qty.	Rate	Unit	Rks.
1.	Servicing of 180 KVA DG Set of Cummins make. The job including the cost of replacement of following parts of Communis Engine Stamford Alternator make only from the authorized service entre of the OEM.				
a)	Cummins				
1.	Lube Oil filter diesel	1 Nos.			
2.	Fuel filter	1 Nos.			
3.	Oil filter	1 No.			
4.	Air cleaner assembly parts	1 set			
5.	Coolant	3 ltr.			
6.	Engine Oil	30 Ltrs.			
7.	Water Coolant	5 Ltr.			
8.	Fuel Pump and injector lubrication	1 No.			
9.	Water hose pipe	1 No.			
10.	Self starter servicing	1 No.			
11.	General maintenance of the battery charger and providing distilled water regularly.	1 Job.			
12.	The proper cleanliness of Generator	1 Job	1 No. Job	Per Job	MR

#### Conditions :-

1. The work shall be carried out according to the specification and site requirement.
2. The material shall be got approved from Judicial Academy before installations.
3. No claim on account of fluctuation in prices due to any reason shall be entertained.
4. The contractor shall have to produce the invoice/gate pass of the material to be installed against supply and erection for genuineness of the material.
5. All the parts shall have to be installed /replaced should be of same as per relevant make of generating set.
6. Any damage/loss to the machinery and any other installation due to the negligence of the contractor, staff will be borne by the contractor and no payment on this account will be made by the Department.

Director (Admn.)  
Chandigarh Judicial Academy.