

PRL. DISTRICT & SESSIONS COURT, AT MYSURU

To No. /2023

Office of the
Prl. District & Sessions Court,
Mysuru

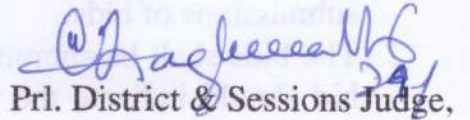
Notification No. 2/2022-23 Dt: 25.01.2023.

Subject: Limited Sealed Tenders are invited from interested and eligible firms for Comprehensive Annual Maintenance Contract of 08 Biometric Machines installed/running at Law Court complex, Mysuru and Malalavadi court building, Mysuru for the period of one year from 03.03.2023 to 03.03.2024.

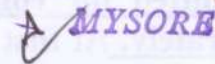
The office of the Prl. District & Sessions Judge, Mysuru intend to obtain Limited Sealed Tenders for the comprehensive Annual Maintenance Contract of 08 Biometric Machines installed in Law Court complex, Mysuru and Malalavadi court building, Mysuru with the following additional informations :-

1. All the Biometric machines are installed in this office (Law Courts, Mysuru and Malalavadi building, Mysuru) are in working condition. However, the firm may check/inspect it to their satisfaction between 10.30 am to 2.00 pm before tendering the rates. Any change in rates shall not be permissible after submissions of bids.
2. The bids shall be submitted in the "Two bid system" manner i.e I) technical bid should indicate the business profile of the firm the financial bid should indicate that maintenance rate of 08 Biometric Machines. **The bids should be submitted for comprehensive AMC and indicate rates for each item seperately.** At first technical bid shall be evaluated in respect of the bidders profile and then financial bid shall be evaluated only for those bidders who qualify in technical bid. **Technical bid must be kept in a separate envelop** clearly mentioning "technical bid for comprehensive maintenance of biometric" and financial bid must be kept in separate envelop clearly mentioning "financial bid for comprehensive maintenance of biometric". Both technical bid and financial bid should be kept in a single envelop with title "Quotations for comprehensive maintenance of biometric machines".

3. Rate/unit and total amount should be mandatorily quoted in tender document for all the items mentioned in financial bid. However, L-1 firm will be determined on overall prices quoted by the firm.
4. Duly filled in quotations should be addressed and sent to Prl. District & Sessions Judge, Mysuru so as to reach on or before 20.02.2023 by 3.00 pm. No tender will be entertained received after due time and date. The technical bid and the financial bid shall be opened on the date as prescribed by the Competent Authority of this office.
5. The successful bidder has to enter into an agreement on terms and conditions of this tender notice.
6. The decision of the Competent Authority shall be final and binding to the bidders in case of any disputes.
7. The firm must submit an EMD amount of Rs. 1,000/- in form of DD in favour of Prl. District & Sessions Judge, Mysuru along with technical bid. Failing which the bids shall not be entertained.
8. The AMC will be valid for the period from the date of awarding the contract to one year.
9. Biometric systems / items in any, and which comes under the purview of AMC during the financial year 2023-24 proportionate charges for fraction period will be paid for the services provided.
10. Conditional bids either at technical or at financial stage shall not be entertained.
11. Only onsite support bid should be entertained and support by means of remote in bid shall not be entertained.
12. If successful bidder not have a local service shall have to establish one service center within 15 days of award of contract.


Prl. District & Sessions Judge,

Mysuru
Prl. District and Sessions Judge,


MYSORE

Copy forwarded for kind information:

1. The Hon'ble High Court of Karnataka, Bengaluru.

Copy with compliance to

1. All the Prl. District & Sessions Judges, with request to cause publication of the notification.
2. Software Technician, for web hosting.
3. Notice Board of this office
4. Office Copy.

Terms and Conditions for Comprehensive Annual Maintenance Contract

1. SCOPE OF THE CONTRACTS

1.1 This contract shall cover preventive and break down maintenance of Biometric including NVRs DVRs etc., as listed in Annexure-I and satisfactory working of equipment of surveillance system including software. The contract shall also include maintenance of software.

1.2 The maintenance contract is for comprehensive maintenance and shall include repairs/replacement of all spare parts sub-assemblies. The firm shall use good quality spare parts, preferably of same brand as that available in the original system.

1.3 The items under AMC shall be repaired or provided a stand-by or similar configuration against any specific complaint within 24 Hrs. from the time of reporting, failing which, the penalty shall be imposed as under:-

- a) if complaint is resolved (either providing stand-by or setting original equipment right) within 24 Hrs., no penalty shall be levied.
- b) If stand-by is provided after the 24 Hrs, penalty of 10% of the per unit AMC charge, per day per item shall be levied after 3 days till the original hardware unit is set right.
- c) If stand-by not provided even after the 24 hrs., penalty of 20% of the per unit AMC charge, per day per item shall be levied till the original equipment is set right.
- d) If original equipment becomes beyond repair, it shall in any case be replaced within a week, failing which a penalty of 50% of the book value of the equipment shall be levied.
- e) If original equipment is lost in the custody of firm, it shall be considered as serious concern of carelessness and the loss will be compensated by levying penalty as competent authority may think fit.

1.4 It shall be the responsibility of the firm to ensure error free performance of existing LAN and maintenance of Biometric including NVRs, DVRs, etc. during AMC period.

1.5 The firm may be asked to provide information on backup and recovery process of biometric data from time to time.

2.0 PERIOD OF THE CONTRACT

- 2.1 This contract shall remain valid for a period from the date of award of the contract i.e. from 03.03.2023 to 03.03.2024 and shall be specified in the letter of acceptance.
- 2.2 If the office is not satisfied with the performance of the firm, the contract may be terminated before completion of AMC period by giving one-month notice to the firm. The decision of Competent Authority shall be final in this regard.
- 2.3 **If situation demands, Competent Authority may direct AMC awardee firm to provide their services after expiry of the period. The firm shall be paid pro rata basis for services provided in this situation.**

3.0 RATES FOR AMC

- 3.1 The firms should quote their rates in words as well as in figures on the tender form.
- 3.2 The rates offered shall remain FIRM and VALID for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.

4.0 PAYMENT TERMS

- 4.1 The annual maintenance charges would be paid in four installments after completion of each quarter. First, installment would be due for payment after expiry of quarter or two months from the date of commencement of the contract. Payment would be made on submission of bills separately by the contractor to Prl. District & Sessions Judge, Mysuru and certify, based on User's call register maintained in Computer Section after ensuring that the work has been executed satisfactorily as per terms and conditions of the agreement. The last quarter payment will be released after all the machines under AMC are checked. No advance payment in any case would be made. Recoveries on account of penalties etc. shall be deducted from the quarterly bills.
- 4.2 Deduction of Tax at source shall be made by the office, whenever applicable for Income Tax; Works contract Tax etc. as per rules.

5.0 OTHER TERMS

- 5.1 A log register shall be maintained in the Computer section of this office for recording the complaints received. The date and time of complaint, its type shall be recorded in the register. The time of complaint recorded in this register shall be considered as the log time. The firm's representative shall record there the date and time of rectification with their name and signature, provision of standby etc. in this register. The log register will be checked and authenticated by a designated officer of this office and the complaint would then be considered as resolved. If standby has been provided, then the time in which the standby should be replaced by the original equipment would be calculated from the time of authentication by the designated officer of this office. When the original equipment is returned after repair, the representatives of the firm and this office would record it in the log register and the complaint would be treated as resolved.
- 5.2 Preventive maintenance with special cleaning of the Biometric from outside with liquid cleaner will be carried out on quarterly basis. Failure to clean external parts of Biometric and an amount of **Rs. 50/- per equipment (Biometric) per quarter will be deducted from the AMC payable to the firm.** The report of preventive maintenance shall be sent quarterly by 5th day of expiry of each quarter to Prl. District & Sessions Judge, Mysuru in writing. The quarterly payment shall strictly be made on the basis of satisfactory report as endorsed by Software Technician, Computer Branch of this Court in the call register and preventive maintenance register/file.
- 5.3 As far as possible, the repairs would be carried out on-site itself. Necessary tools/ equipments for service/maintenance will be brought by the Service Engineer while attending the complaints of Biometric. However, all necessary assistance for providing electricity point needed in connection with testing (at the location of equipment), repairing etc. shall be provided by the office. In case the equipment is required to be taken to workshop, all arrangements shall be made by the firm. Necessary Gate Pass for taking the equipment outside the office building shall be provided by the office.

5.4 Service Call Report shall be submitted quarterly by the firm indicating the status of attending of various complaints along with date and time of repairing.

5.5 Tender document should be undersigned (on each page) by Authorized representative of firm with Seal.

6.0 SECURITY DEPOSIT

6.1 Security Deposit for the AMC shall be 10% of the contract value. First installment payment will be released after submission of Bank Guarantee/FDR (Validity of FDR is contract period + 60 days) equal to 10% of total AMC amount or after deducting the security deposit amount from the amount due to the firm.

6.2 Security Deposit (SD)/performance Guarantee shall be returned to the contractor after the completion of the period of the AMC and after the approval of the Competent Authority. Before releasing the Security Deposit, an unconditional & unequivocal no claim certificate from the service provider concerned shall be obtained.

6.3 No interest will be payable upon the Security Deposit or amounts payable to the contractor under the contract.

7.0 LIABILITY FOR COSTS & DAMAGES

7.1 All costs of damages or expenses which this office may incur on the part of the firm may be deducted by the administration at his discretion either from money due or to become due or refundable to him. The Competent Authority reserves all the rights and shall be entitled to retain payments to the extent of damages recoverable from the firm under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatever due to the contractor.

7.2 Contractor shall follow all Central/State legislation's related to labour e.g. Minimum wages act, Workmen compensation act or any other act/law in vogue.

8.0 AGREEMENT

The successful bidder shall be required to execute an agreement with the Prl. District & Sessions Judge, Mysuru authorized by him for carrying out the work according to the instruction to bidders and conditions of contract.

9.0 JURISDICTION

All the disputes and differences arising out of or in connection with this contract/agreement shall be subject to the exclusive jurisdiction of Court of Law at Mysuru.


Prl. District & Sessions Judge, 25/1
Prl. District Mysuru Sessions Judge.
MYSORE