

To.No. 8159 /2025

Office of the
Prl. District and Sessions Judge,
Mangaluru, Dated :15.07.2025.

TENDER NOTIFICATION

Notification No. 02/2025-26 Dated:15.07.2025

Subject:- Sealed tenders are invited from interested and eligible firms for comprehensive annual maintenance contract (AMC) of 17 bio-metric machines installed at D.K., Mangaluru unit for the period of 2 years.

The Office of the Prl. District & Sessions Judge, D.K., Mangaluru intended to obtain sealed tenders for comprehensive Annual Maintenance contract of 17 bio-metric machines installed in D.K., Mangaluru unit with the following additional information.

1. All the 17 Nos of bio-metric machines are installed in D.K., Mangaluru unit are in working condition. However, the firms may kindly check or inspect it to their satisfaction between 10.30 a.m. to 02.00 p.m. before tendering the rates. Any changes in rate shall not be permissible after submission of bids.

2. The bids shall be submitted in the "Two bid system" manner. I.e, Technical bid should be indicated the business profile of the firm. The financial bid should indicate that maintenance rate of 17 Nos bio-metric machines. The bids should be submitted for comprehensive AMC and indicate rates for each item separately. At first, technical bid should be evaluated in respect of this bidder profile and then financial bid shall be evaluated only for those bidders who qualify in technical bid. Technical bid must be kept in separate envelope clearly mentioning technical bid for comprehensive maintenance of biometric and financial bid must be

kept in separate envelope clearly mentioning financial bid for comprehensive maintenance of biometric. Both technical bid and financial bid should be kept in a single envelope 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 quotation should be addressed and sent to Principal District & Sessions Judge, D.K. Mangaluru so as to reach on or before 30.07.2025 by 05.30 p.m. No tender will be entertained or received after due time and date. The technical bid and The financial bid shall be opened on the dates as prescribed by the competent authority of this office.

5. The successful bidder has to enter into the agreement on terms and conditions of this tender notice.

6. The decision of competent authority shall be final and binding to the bidders in case of any disputes.

7. The firm must submit an EMD amount of ₹ 1,000/- in the form of DD. In favour of Principal District & Sessions Judge, D.K, Mangalore along with technical bid. Failing which the bids shall not be entertained.

8. The AMC will be valid for the period of 2 years from the date of awarding the contract.

9. Biometric systems/items in any, and which comes under the purview of AMC during the financial year 2025-26 Proportionate charges for fraction period will be paid for the services provided.

10. Conditional bids either at technical or 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.

Terms and Conditions for Comprehensive Annual Maintenance Contract.

1. SCOPE OF THE CONTRACT

1.1. This contract shall cover preventive and breakdown maintenance of Biometric including NVR, DVR, etc., and satisfactory working of equipment of surveillance system including software. The contract shall also improve maintenance of software.

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

1.3 The items under AMC shall be repaired or provided a standby or similar configuration against any specific complaint within 24hrs. 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 24hrs., no penalty shall be levied.

b). If stand-by is provided after 24hrs, penalty of 10% of 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 24hrs., 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. PERIOD OF THE CONTRACT.

2.1 This contract shall remain valid for a period of 2 years from the date of award of contract 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 service after expiry of the period. The firm shall be paid pro rata basis for the services provided in this situation.

3. RATES FOR AMC

3.1. The firm 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. PAYMENT RATE 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 and Sessions Judge, D.K., Mangaluru and certify, 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 measures 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, work contract tax etc. as per rules.

5. 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 the complaint recorded in this register shall be considered as the log time. The firm's representatives shall record there the date and time of the rectification with their name and signature, provision of the 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 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 representative of the firm and this office would record it in the log register and complaint would be treated as resolved.

5.2. Preventive maintenance with special cleaning of Biometric from outside with liquid cleaner will be carried out on quarterly basis. Failure to clean external parts of Biometric and an amount of ₹ 50 per equipment (biometric) per quarter will be deducted from AMC payable to the firm. The report of the Preventive maintenance shall be sent quarterly by the 5th day of expiry of each quarter to Principal District Sessions Judge D.K. Mangaluru in writing.

5.3 As far as possible, the repairs would be carried out on-site itself. Necessary tools/equipment's 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 the 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 various complaints along with date and time of repairing.

5.5 Tender documents should be undersigned (on each page) by authorized representative of firm with seal.

6.Security deposit

6.1 Security Deposit for the AMC shall be 10 percent 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 the 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 and unequivocal

no claim certificate from the service provider concerned shall be obtained.

6.3 No interest will be paid upon security deposit or amounts payable to the contractor under the contract.

7. LIABILITY FOR COSTS AND 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 its 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 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, the Workmen Compensation Act, or any other Act/law in vogue.

8. AGREEMENT.

The successful bidder shall be required to execute an agreement with the Principal District & Sessions Judge., D.K. Mangaluru authorized by him for carrying out the work according to the instruction to bidders and condition of contract.

9. 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 Mangaluru..


(BASAVARAJ)

Prl. District and Sessions Judge,
D.K, Mangaluru.

Copy submitted to:-

1. The Registrar General, Hon'ble High Court of Karnataka, Bangalore for kind information.

Copy forwarded for wide publication by way of affix on notice board of following offices.

2. The all courts of this unit for information and to display the same in the notice board.
3. The Software Technician of this Court, with a direction to Web host the said Notification on the D.K, Mangaluru District Judiciary Website.