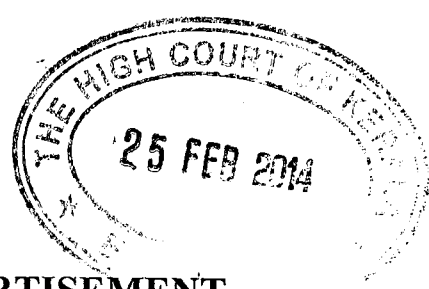


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WINDOW ADVERTISEMENT

- Department** : High Court of Kerala, Ernakulam
- Tender No.** : S1-74479/2013, dated 28.01.2014
- Office Address** : Registrar (Administration),
High Court of Kerala, Ernakulam.
- Purpose** : Supply, maintenance and service, by
way of Per Copy Rate Contract for
a period of 5 years, for 15 Nos. of
Digital Copier/Printers, for the use
in the High Court of Kerala.
- Last date and time for
the sale of Tender forms** : 25.03.2014, 3 PM
- Last date and time of
receipt of tender forms** : 26.03.2014, 2 PM
- Tender opening date and time** : 26.03.2014, 3.00 PM
- Earnest Money Deposit** : 1 % of the tendered amount, subject
to a minimum of ₹ 1,500/- (Rupees
One thousand and five hundred only)
- Cost of Tender Form** : ₹ 1,995/- (Inclusive of VAT) (Rupees
One thousand nine hundred and
ninety five only)
- Cost of duplicate copy** : ₹ 1,050/- (Inclusive of VAT) (Rupees
One thousand and fifty only)

HIGH COURT OF KERALA

S1-74479/2013

KOCHI - 682 031

Dated :

TENDER NOTICE

Sealed competitive tenders are invited from reputed firms, for the supply of 15 Nos. of Digital Copier/Printers, along with the maintenance and service, by way of Per Copy Rate Contract for a period of 5 years, (as per Tender Specifications) for the use in the High Court of Kerala. The specification of the machines are listed below.

Last date and time for sale of tender forms : 25.03.2014, 3 P.M.
Last date and time of receipt of tender forms : 26.03.2014, 2 P.M.
Tender opening dated and time : 26.03.2014, 3 P.M.
Address of the Office from where tender forms are to be obtained and to whom tenders are to be submitted : The Registrar
(Administration)
High Court of Kerala,
Ernakulam.

The specifications of the Digital Copier/Printers are as listed below

<i>SPECIFICATION</i>	<i>REQUIREMENTS (MINIMUM)</i>
Speed (A4)	20 PPM
Resolution	600 x 600
Functionality	Simplex Copy + Print + Scan
Paper Capacity	250 Sheets, Bypass Tray 50 Sheets
Paper sizes	A5, A4, A3
Connectivity	USB 2.0 & Ethernet
Memory	64 MB
Print Drivers	Linux & Windows
Type	Desktop

<i>SPECIFICATION</i>	<i>REQUIREMENTS (MINIMUM)</i>
Technology	Laser
Zoom	50 - 200%
Ttrays	One Universal Tray of up to A3 size
Page Description Language	PCL or Equivalent

The acceptance of the quotations will be subject to the following conditions

1. Sealed Tender forms should reach the Registrar (Administration), High Court of Kerala, Ernakulam on or before 26.03.2014 at 2 p.m.
2. The tenders will be opened at 3 P.M. on 26.03.2014 in the Office of the Registrar (Administration), High Court, in the presence of such of those tenders or their nominees who may be present at that time. If the day happens to be a holiday, the tender will be opened on the very next working day at 3 p.m.
3. The tenders forms are not transferable.
4. The tenderer shall execute a preliminary agreement as given in the tender form, Annexure-A, in stamp paper worth ₹ 100/- (Rupees One hundred only) along with the Earnest Money Deposit.
5. The selected tenderer shall conduct demonstrations on the specified dates at places ;identified by the Registrar (Administration), High Court at their own cost, if required.
6. The rate quoted shall be firm for a period of two months and the rates quoted are subject to negotiation.
7. The maintenance service of the machines by way of "Per Copy Rate Contract", the contractor shall repair, service and supply all spare parts required for the normal functioning of the equipments at the customers request within 3 hours and in case of major repairs maximum of 24 hours from the receipt of communication whether

oral, telephonic or written etc from the High Court of Kerala. Such services shall be undertaken during the working hours of the High Court. The Contractor shall provide stand-by machine or alternative machine of same quality and capacity, in case the existing machine could not be repaired and made functioning to the satisfaction of the customer or made functioning within 24 hours from the time of receipt of communication/service request.

8. In the event of failure of the contractor to service/repair the machinery within the time and at the place specified by the High Court of Kerala/Purchasing Officer or in the event of machinery failing to function properly during the contract period the amount spent by the High Court of Kerala and the loss sustained by the High Court of Kerala on this account by making alternative arrangements shall be recoverable from the contractor.
9. The Per Copy Rate Charges shall cover all spares, consumables and service except paper and electricity.
10. The finalisation of tenders shall be made in accordance with the demonstrations and upon the rates quoted for the machine and Per Copy Rate Contract. The Registrar (Administration) have all rights to reject a tender without giving any reasons.
11. All expenses and damages caused to the High Court by any breach of contract by the contractor shall be paid by the contractor to the High Court and may be recovered from the contractor under the provisions of the Revenue Recovery Act in force in the State.
12. In case any difference or disputes arises in connection with the contract all legal proceedings relating to the matter shall be instituted in the Courts within the jurisdiction of Ernakulam District. The Registrar (Administration) reserves the right to reject/cancel the tender at any time without assigning any reason thereof.

13. The successful tenderer shall, before signing the agreement as per Annexure-B, and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract, valid till the Per Copy Rate Contract period is over, as security for the satisfactory fulfillment of the contract.
14. Generally, payments for the Per Copy Rate are made on half-yearly or quarterly basis, on production of the bills/invoices and on release of the amount from the Treasury after scrutinizing and checking of the services effected being found satisfactory to the High Court of Kerala.
15. Special conditions, if any, of the tenderer, attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Registrar (Administration), High Court of Kerala.
16. Relevant Government rules and orders, provisions of Kerala Financial Code and Store Purchase Manual will be applicable to this tender, unless otherwise expressly provided.
17. The final acceptance of the tender rests entirely with the Registrar (Administration), High Court of Kerala, who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the service included in their tender as may be allotted to them.
18. The successful tenderers should supply the above said items at the High Court as ordered by the Registrar (Administration) at their own cost within 14 days from the date of receipt of supply order.

GENERAL CONDITIONS

1. The tenders should be addressed to the Registrar (Administration), High Court of Kerala, Ernakulam, in a sealed cover with the tender number and name shown below duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the Stationery/Store Section, High Court on payment of ₹ 1,995/- (Rupees One thousand nine hundred and ninety five only). Duplicate copies of tender forms will also be issued ₹ 1,050/- (Rupees One thousand and fifty only). The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Registrar (Administration), High Court of Kerala, Ernakulam on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
- 4.(a) Every tenderer who has not registered his name with the State Government (Stores purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of ₹ 1,500/- (Rupees One thousand and five hundred only) if the amount calculated at one per cent of the value of the articles tendered for falls below ₹ 1,500/- (Rupees One thousand and five hundred only). The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by

the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract.

- (b) Tenderers whose names are registered with Government (Stores purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.
5. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him will be forfeited to the High Court of Kerala or such action taken against him as the High Court of Kerala, think fit.
6. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

- (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tender in support of it.
- (b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a licence. High Court reserve the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
7. The final acceptance of the tenders rests entirely with the Registrar (Administration), who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
8. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
9. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the

agreement within the period specified will entail the penalties set out in para 10 below.

10.(a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the pass Book pledged to purchasing officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of High Court. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to the High Court of Kerala and contract arranged elsewhere at the defaulter's risk and any loss incurred by the High Court of Kerala on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the High Court of Kerala shall thereby together with such sums as may be fixed by the

High Court of Kerala towards damages be recovered from the defaulting tenderer.

© Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

11. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the High Court of Kerala, concerned and the contractor, the High Court of Kerala shall be entitled to deduct out of deposits of the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the High Court of Kerala to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

12.(a) All payments to the contractors will be made by the Purchasing Officer in due course:-

(i) either by Departmental cheques payable at the Kerala Government Treasuries, or

(ii) RTGS (Real Time Gross Settlement) fund transfer, in case of single payment exceeds ₹ 2 Lakhs.

(iii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).

(iv) in the case of supplies from abroad by drafts as may be arranged between the contracting parties.

(b) All incidental expenses incurred by the High Court of Kerala, for making payments outside the district in which the claim arises shall be borne by the contractor.

13. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

14. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of the High Court of Kerala. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e, counterfoil of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

15. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

16.(a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract

under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and the Department/The High Court of Kerala may complete the contract in such time and manner and by such persons as the department/The High Court of Kerala shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the High Court of Kerala against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor.

All expenses and damages caused to High Court of Kerala by any breach of contract by the contractor shall be paid by the contractor to High Court of Kerala, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

Note:- The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

17(a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the High Court of Kerala (if they shall think fit to do do) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the High Court of Kerala by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the High Court of Kerala shall have incurred, sustained or been put to any costs, damages or expenses by reasons of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the High Court of Kerala under and by virtue of this contract, it shall be lawful for the High Court of Kerala from and out of any moneys for the time being payable or owing to the contractor from the High Court of Kerala under or by virtue of this contract or otherwise to pay and reimburse to the High Court of Kerala all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses, and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

18. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer/The High Court of Kerala or any other person authorised by Government and set off against any claim of the Purchasing Officer/ The High Court of Kerala for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer/The High Court of Kerala or any other person authorised by the High Court of Kerala. Any sum of money due and payable to the successful tenderer or contractor from the High Court of Kerala shall be adjusted against any sum of money due to the High Court of Kerala from him under any other contracts.

19. Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.

20. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

21. No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if High Court of Kerala is convinced of any compelling need for enhancement of rate, it may do so.

22. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

23. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

24. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

25.(a) The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.


26. The tenderer will invariably furnish the following certificate with their bills for payment:-

"Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made thereunder and the charges on account of

sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder. Certified further that we (or our Branch or Agent) (Address)..... are registered as dealers in the State of under Registration No..... for purposes of sales tax”.

27. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

Superscription - Tender S1-74479/2013, dated 28.01.2014 for the supply of 15 Nos. of Digital Copier/Printers, along with maintenance and service, by way of Per Copy Rate Contract for a period of 5 years, (as per Tender specifications) for the use in the High Court of Kerala.	
Last date and time for the sale of Tender forms	25.03.2014, 3 PM
Last date and time of receipt of tender forms	26.03.2014, 2 PM
Date and time for opening Tender	26.03.2014, 3.00 PM
Price of Tender Form	₹ 1,995/- (Inclusive of VAT)
Price of duplicate copy	₹ 1,050/- (Inclusive of VAT)
Address of the Officer from whom tender forms are to be obtained and to whom tenders are to be sent.	The Registrar (Administration) High Court of Kerala, Ernakulam.


JOHNY K.PAUL,
REGISTRAR (ADMINISTRATION)