

## THE HIGH COURT OF KERALA

Ernakulam-682031

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Date: 15-10-2018

No: H8-68961/2016

### QUOTATION NOTICE

Quotation Number	H8-68961/2016
Due date and time for receipt of quotations	25/10/2018 up to 2.00 p.m
Date and time for opening of quotations	25/10/2018 at 3.00 p.m
Date up to which the rates are to remain firm for acceptance	Five months from the date of opening of quotation.
Designation and address of officer to whom the quotation is to be addressed	The Registrar (Administration), High Court of Kerala, Ernakulam - 31.
Superscription:	Quotation for the AMC of 6 Air Conditioners with Stabilizers (4 Voltas + 2 Carrier , 1.5 Ton Split Type ) for the High court.

Sealed quotations are invited for the Annual Maintenance Contract (A.M.C.) for 6 Air Conditioners with Stabilizers (4 Voltas + 2 Carrier , 1.5 Ton Split Type ) installed at the Home Offices of the Honourable Judges . The A.M.C. charge quoted shall include all maintenance service charges, supply and installation of spares required for the maintenance of the above said Air Conditioners with stabilizers in good working order during the A.M.C. Period. The necessary superscription, due date for the receipt of quotations, the date up to which the rates will have to remain firm for acceptance and the name and address of officer to whom the quotation is to be sent are noted above. Any quotation received after the time fixed on the due date is liable to be rejected. Quotations not stipulating period of firmness and with price variation clause and/or 'subject to prior service' condition are liable to be rejected.

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

1. Acceptance of the quotation constitutes a concluded contract. Nevertheless, the successful quotationer must within a fortnight / a month after the acceptance of his quotation execute an agreement at his own cost for the satisfactory fulfillment of the contract, if so required.

2. Withdrawal from the quotation after it is accepted or failure to provide A.M.C service within the specified time or according to specifications will entail cancellation of the order and A.M.C service being made at the officer's expenses from elsewhere, any loss incurred thereby being payable by the defaulting party. In such an event the High Court reserve also the right to remove the defaulter's name from the list of High Court suppliers permanently or for a specified number of years.

3. No representation for enhancement of price once accepted will be considered during the currency of the contract.

4. Any attempt on the part of quotationers or their agents to influence the Officers concerned in their favour by personal canvassing will disqualify the quotationers.

5. If any license or permit is required, quotationer must specify in their quotation and also state the authority to whom application is to be made.

6. The Successful quotationer shall service and maintain Air Conditioners and stabilizers in good working condition throughout the AMC period. They shall check up and service the above units once in 3 months during the AMC period. Attending to all break down / malfunction in the units as requested. The A.M.C service shall be provided during the normal working hours and the Contractor will attend to all the complaints within 4 hours of receiving the such calls.

7.(a) In cases where a successful quotationer fails to render Annual Maintenance Contract service within the time as specified by the High Court, 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, or in the event of the Air Conditioners and stabilizers failing to function properly during the A.M.C period and then in any such case, it shall be lawful for the High Court at the discretion of the Authorised Officer to arrange Annual Maintenance Contract service by means of another tender/quotation or by negotiation or from the next higher quotationer who had offered the service already and the loss, if any, caused to the High Court on this account by making alternative arrangements shall thereby together with such sums as may be fixed by the High Court towards damages be recovered from the defaulting quotationer .

(b) Any sum of money due and payable to the contractor under this contract may be appropriated by the Purchasing Officer Or the High Court or any other person authorized by the High Court and set-off against any claim of the Purchasing Officer or the High Court for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or the High Court or any other person authorized by the High Court.

8. The rates quoted should be only in Indian currency. The quotation in any other currency are liable to rejection and rate should include all maintenance service charges , supply and installation of spares required for maintenance of the above said Air Conditioners with stabilizers in good working order and shall 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. transporting, delivery and installation charges.

9. Details of service personnel and previous experience of the firm in the A.M.C service may also be indicated.

10. There will be no prescribed forms used in this quotation, the quotationers are entitled to submit the quotations in their commercial papers. If the date fixed for opening of the quotation happens to be a Holiday the same shall be opened on the very next working day at the same time and place.

11. The final acceptance of the Quotations rest entirely with the High Court who do not bind themselves to accept the lowest or any Quotation. But the quotationer on their part should be prepared to carry out such portion of the service included in their quotation as may be allotted to them.

12. 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 him under the provisions of the Revenue Recovery Act in force in the State.

13. 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.

14. The successful quotationer shall have to execute an Annual Maintenance Contract agreement for due fulfillment of the contract. The successful quotationer shall have to pay all stamp duty and other expenses incidental to the execution of the agreement.

15. Special conditions, if any, of the quotationer, attached with the quotation will not be applicable to the contract unless they are expressly accepted in writing by the The Registrar (Administration), High Court.

16. Ordinarily A.M.C. amount payments will be made only on the succesfull completion of A.M.C. period on production of the bills/invoices and on release of the amount from the Treasury after scrutinicing and checking of the services effected being found satisfactory to the High Court.

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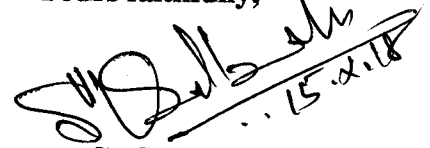
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**SCHEDULE**

Description:

No:	Item Specification	Quantity
1	Annual Maintenance Contract for the 6 Air Conditioners with Stabilizers (4 Voltas + 2 Carrier , 1.5 Ton Split Type ) installed at the Home Office of the Honourable Judges .	6 Nos.

Yours faithfully,



C. Salim

Assistant Registrar  
For Registrar (Administration)

15/10/18