

# THE HIGH COURT OF KERALA

Tel. Address : "Justitia"  
Telephone No: 2562436

KOCHI – 682031  
Post Box No.2600

Dated:02/09/16

## QUOTATION NOTICE

Quotation Number	H4-78629/16
Due date and time for receipt of quotations	09/09/16 up to 2.00 p.m
Date and time for opening of quotations	09/09/16 at 3.00 p.m
Date up to which the rates are to remain firm for acceptance	Four months after the acceptance 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:"QuotationNo.H4-78629/16; Quotation for Annual Maintenance Contract of 20 Nos of Cisco (2960) 24 Port Network Switches and its networks installed in the High Court"	


Sealed quotations are invited for the Annual Maintenance of 20 Nos of Cisco (2960) 24 Port Network Switches and its networks ( Ports, Cables and troubleshooting of Network compliants) installed in the High Court . The rates quoted should be for maintenance of the equipments at the place mentioned in the schedule. 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 sale' 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 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 start the maintenance from the specified period will entail cancellation of the order and services being made at the High Court's expenses from elsewhere, any loss incurred thereby being payable by the defaulting party. In such an event the High Court reserves 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. The contract must provide full coverage to products including all consumables, spares and all passive components. The contractor shall make sure that the product is in working condition, subject to the satisfaction of the High Court.
4. A service maintenance log book shall be maintained by the contractor.
5. The contractor should undertake to attend the complaints/calls within 2 hours . The defects must be rectified and repairs must be effected within 24 hours with sufficient number of service engineers. If the contractor fails to rectify the complaints within 24 hours , the High Court may consider termination of the contract at the risk and cost of the contractor.
6. Under unavoidable circumstances it is required to provide service during holidays as well.

7. Quarterly preventive maintenance should be carried out during the AMC period and a report shall be produced by the contractor.
8. No representation for enhancement of price once accepted will be considered during the currency of the contract.
9. 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.
10. In cases where a successful quotationer, after having made partial supports fails to fulfill the contracts in full, all or any of the maintenance not provided may, at the discretion of the Purchasing Officer be obtained by means of another quotation or by negotiation or from the next higher quotationer who had offered to provide maintenance already and the loss, if any, caused to the High Court shall thereby together with such sums as may be fixed by the High Court towards damages be recovered from the defaulting quotationer.
11. Any sum of money due and payable to the contractor under this contract may be appropriated by the Purchasing Officer or High Court or any other person authorized by High Court and set-off against any claim of the Purchasing Officer or 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 High Court or any other person authorized by High Court .
12. The rates 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.
13. Any sum of money due and payable to the successful quotationer or contractor from High Court shall be adjusted against any sum of money due to High Court from him under any other contracts.
14. Only those damages arising out of negligence on part of the High Court shall be considered as physical damages and all else will be covered within the maintenance responsibility of the contractor.
15. The final acceptance of the quotations rests entirely with the High Court who do not bind themselves to accept the lowest or any quotation.
16. The High Court reserves its right to terminate the maintenance contract at any time without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms. Provided that, the contractor will be given a notice period of one month for such cancellation to come into effect.
17. Payments will be made only after the successful completion of maintenance contract period.
18. The maintenance and payment conditions regarding the contract will be governed by the Kerala Stores Purchase Manual, Kerala Finance Code, the Income Tax Act, 1961 , the Kerala Value Added Tax Act and other relevant law being in force.

Place:Ernakulam  
Date:02/09/16

  
K.V George  
Assistant Registrar  
For Registrar (Administration)