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HIGH COURT OF KERALA

S1 -58973/2018

Ernakulam-682031

QUOTATION NOTICE

Quotation Number	<u>S1 -58973/2018</u>
Due date and time for receipt of quotations	2.30 pm on 25.07.2018
Date and time for opening of quotations	3.00 pm on 25.07.2018
Date up to which the rates are to remain firm for acceptance	3 months
Designation and address of officer to whom the quotation is to be addressed	The Registrar (Administration) High Court of Kerala
Superscription: Quotation for the supply of one number of Fax cum Printer machine for the High Court of Kerala.	

Sealed quotations are invited for the supply of one number of Fax cum Printer machine for the use of the Registrars' Secretariat, High Court of Kerala. The rates quoted should be for delivery of the articles at the place mentioned below 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. The maximum period required for delivery of the articles should also be mentioned. 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 tenderer must within a fortnight/ a month after the acceptance of his quotation furnish 5 per cent of the amount of the contract as security deposit and 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 supply within a specified time or according to specifications will entail cancellation of the order and purchases being made at the offerers 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. Samples, duly listed, should be forwarded if called for under separate cover and the unapproved samples got back as early as possible by the offerers at their own expenses and the High Court will in no case be liable for any expenses on account of the value of the samples or their transport charges, etc. In case, the samples are sent by railway; the railway receipt should be sent separately, and not along with the quotation since the quotation will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Quotations for the supply of materials are liable to be rejected unless samples, if called for the materials tendered for are forwarded. The approved samples may or may not be returned at the discretion of the undersigned. Samples sent by V.P.Post or "freight to pay" will not be accepted.
4. No representation for enhancement of price once accepted will be considered during the currency of the contract.
5. Any attempt on the part of tenderers or their agents to influence the Officers concerned in their favour by personal canvassing will disqualify the tenderers.
6. If any license or permit is required, tenderers must specify in their quotation and also state the authority to whom application is to be made.
7. The quotation may be for the entire or part supplies. But the tenderers should be prepared to carry out such portion of the supplies included in their quotation as may be allotted to them
8. (a) In cases where a successful tenderer, after having made partial supplies fails to fulfill 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 shall thereby together with such sums as may be fixed by the High Court towards damages be recovered from the defaulting tenderer.

(b) 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.

- (c) 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 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 contractor with the Purchase Officer or High Court or any other person authorized by High Court.
9. 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.
- 10.(a) 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 per cent of the value of the materials at the discretion of High Court. 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. Counterfoils of pay-in-slips by the Bank alone may be accepted as a valid proof for the payment made
- (b) 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.
11. Any sum of money due and payable to the successful tenderer or contractor from High Court shall be adjusted against any sum of money due to High Court from him under any other contracts.
12. Special conditions, if any, printed on the quotation sheets of the tenderer or attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchases.

Place: High Court

Date : 12.7.18



K.S. Radhakrishnan
Assistant Registrar

SO- IT section

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