

# THE HIGH COURT OF KERALA

Tel. Address : "Justitia"  
Telephone No: 2393901

KOCHI - 682031  
Post Box No.2600

Dated:16/06/16

## QUOTATION NOTICE

|   |  |
|---|--|
| Quotation Number  | H4-42504/16  |
| Due date and time for receipt of quotations   | 30/06/16 up to 2.00 p.m  |
| Date and time for opening of quotations   | 30/06/16 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)<br>High Court of Kerala,<br>Ernakulam - 31. |
| <u>Superscription:</u> No.H4-42504/16;Quotation for the Annual Maintenance Contract of 3 Nos of Rack Servers, one Rack mountable foldable Monitor and one 8Port KVM Switch installed in the High Court. |  |

Sealed quotations are invited for the maintenance of 3 Nos of Rack Servers, one Rack mountable foldable Monitor and one 8Port KVM Switch installed in the High Court . Any quotation received after the time fixed on the due date is liable to be rejected.

### GENERAL CONDITIONS

1. Acceptance of the quotation constitutes a concluded contract. Nevertheless, the successful tenderer 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 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. No representation for enhancement of price once accepted will be considered during the currency of the contract.
- 4.(a) In cases where a successful tenderer, 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 tenderer who had offered to provide maintenance already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.  
(b) Any sum of money due and payable to the contractor under this contract may be appropriated by the High Court and set-off against any claim of 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 High Court.

5. 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.

6. Payments will be made only after the completion of maintenance contract period.

7. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

8. The High Court, if unsatisfied by the performance of the contractor can cancel the contract, at any time.

9. The High Court shall be entitled to assign this support arrangement to other external agencies, if unsatisfied by the services of the contractor and the contractor will be held liable for the expenditure incurred and the loss, if any sustained to the High Court.

10. 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.

11. A service maintenance log book shall be maintained by the contractor.

12. Priority calls will be addressed and rectified by the contractor within 24 hours. It shall be the discretion of the High Court to categorize calls as priority and non priority calls. If the contractor fails to rectify calls within specified period, the High Court shall impose downtime penalty.

13. The contract must provide full coverage to products including all consumables and the responsibility of the contractor shall be to make sure that the product is in working condition, subject to satisfaction of the High Court.

14. The contract shall include trouble shooting of all hardware and software parts of the product.

15. Replaced hardware items must have the same or higher configuration and quality.

16. Intending quotationers may submit the quotations on their own papers.

For further information contact H Section, High Court.(0484-2562436)

Place:Ernakulam

Date:16/06/16

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K.V George

Assistant Registrar

For Registrar (Administration)