THE HIGH COURT OF KERALA

Kochi : 682031

No.D(10) 89598/2012 Dated : 23/03/2016

RE-TENDER NOTICE

Limited Tenders (Re-tender) are invited from accredited agencies and authorised service providers of Canon company for the **renewal of Comprehensive Annual Maintenance Contract for the 82 nos. of Canon L-140 model fax machines installed at various Subordinate Court centres across the state for one year.** The tender should be addressed to "the Registrar (Subordinate Judiciary), High Court of Kerala, Ernakulam" in sealed cover with superscription as '**No.D(10) 89598/2012 dtd.23/03/2016- Tender for execution of Comprehensive Annual Maintenance Contract for the fax machines installed at various Subordinate Courts**.' The last date for the receipt of the tender is **06 /04 / 2016 up to 2.00 p.m** and tender will be opened **on the same day at 3.00 p.m** in the office of the Registrar (Subordinate Judiciary), High Court in the presence of such tenderers or their representatives who may be present at the time. The tenderers can submit their tender in their commercial papers. Late tenders will not be accepted on any account.

TERMS AND CONDITIONS

1. 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 1% of the amount quoted. The amount should be paid by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the Registrar General, High Court, Ernakulam. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled, but that of the successful tenderer

will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited. The registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

2. 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 Government or such action taken against him as the High Court thinks fit.

3.(a)Tenderers shall invariably specify in their tenders the service conditions including the frequency of visits and free replacement of damaged parts/ consumables of the machine.

(b).The successful tenderer should attend to complaints of the fax machines at respective places as and when required by the Registrar (Subordinate Judiciary), High Court of Kerala or the District Judges concerned.

4. (a)The tenderers shall produce necessary documents to prove that they are competent firms / authorised service providers for Canon fax machines.

(b)Tenderers shall furnish an affidavit to the effect that they shall use only genuine spares of the company.

5. (a).The tenders for part service will not be accepted.

(b).The final acceptance of the tenders rest entirely with the High Court 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 tenders as may be allotted to them.

6.(a).The successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definitive penalty.

(b).The guarantee provisions contained in the Kerala Financial Code are applicable.

7.Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty and other expenses incidental to the execution of the agreement. Failure to execute the agreement with in the period specifired will entail the penalties set out in para 8 below.

8.(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 of Rs.28403/- (Rupees twenty eight thousand four hundred and three only) being 2.5 percent of the value of the machines for which the contract is undertaken as security for the satisfactory fulfilment of the contract. Letters of guarantee in the prescribed form for the amount of security from an approved Bank valid for onr year will be considered enough at the discretion of High Court. If the successful tenderer fails to deposit the security and execute the agreement within the period specified the earnest money deposited by him will be forfeited to Government and the contract arranged elsewhere at the defaulter's risk and any loss incurred will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby.

(b). In cases where a successful tenderer after having signed the agreement, fails to fulfill the contract in full, the High Court will have the discretion to enter into a fresh contract by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to undertake the maintenance contract already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the High Court towards damages be recovered from the defaulting tenderer. In such case the portion of the Security Deposit proportionate to the loss sustained shall be forefeited.

9. 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 and the contractor, the High Court shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as any be claimed. The same may also be deducted from any other sum which may be due at any time from the High Court to the Contractor.

10.(a). All payments to the contractor will be made by the Subordinate Judicial Officers concerned in due course:-

(i) either by Departmental Cheques payable at the Kerala Government Treasuries; or

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

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

11.The tenderers shall also quote the percentage of rebate (discount) offered by them in case the payment is made promptly as stipulated in the general conditions.

12.The payments will be made quarterly or half yearly after receiving reports from concerned court centres that the maintenance have been carried out satisfactorily and on release of the amount from the Government. The firms will produce stamped pre-receipted invoices before the subordinate Judicial Officers concerned.

13.. The contractor shall not assign or make over the contract or 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 or any part thereof without the consent in writing of the Registrar

(Subordinate Judiciary), High Court of Kerala, 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.

14. 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.

15. In case any difference or dispute 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.

16. Any sum of money due and payable to the contractor from the High Court shall be adjusted against any sum of money due to the High Court from him under any other contracts.

17. Every notice hereby required or authorized to be given may either be 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 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 of abode or business.

18. No representation for enhancement of rates once accepted will be considered.

19. Any attempt on the part of the tenderers or their agents to influence the High Court/Store Purchase Department in their favour by personal canvassing with the officers concerned will disqualify the tenders.

20. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in service or failure to attend complaints of machines during the contract period.

21.Telegraphic quotations will not be considered.

22.The price quoted 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.

23. 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 Registrar (Subordinate Judiciary), High Court of Kerala.

24. The finalization of tenders shall be made in accordance to the competency, rates quoted and the quality of services offered. The Registrar (Subordinate Judiciary) shall have all rights to reject a tender without giving any reasons.

25. The Tenderer should produce along with his tender a preliminary agreement executed and signed in Kerala Stamp Paper worth Rs.100/-. A specimen form of the agreement is given as Annexure A to this tender. The tenders without the agreement in stamped paper will be rejected outright.

26. The list of courts where the fax machines are installed is enclosed as Annexure B.

27. The quoted rates are subject to negotiation before finalization.

28. All other conditions laid in the store purchase rules are applicable.

29. The execution of comtract is subject to orders of Government, prevailing at that time and also subject to the provisions of Stores Purchase Manual and Kerala Financial Code.

Special Terms and Conditions:

(1) The tenderers shall quote rates for the supply of ink cartridges inclusive of taxes per unit for the use in the above machines during the contract period indicating the assured yield in terms of pages per cartridge, and shall be willing to supply the item at the accepted rate throught the contract period.

(2) The prices charged by the contractor for maintenance and supplies made during the contract period should not exceed the prevailing rates charged by it from others for similar services and supplies. While claimning payment , the contractor shall give a certificate to this efffect in its bill.

(3) The Contractor, shall be entitled with the prior permission of the District Judges or any authorized officers of the court concerned to depute its employees or authorized representatives to enter the court premises at all reasonable times to inspect and service the equipment.

(4) The contract will be covering all spares and services except electricity, paper, toner cartridges & plastic/body/glass parts.

(5) The Contractor shall repair, service and replace spare parts free of cost, required for the normal functioning of the equipment at the customer's request within 3 hours and in case of major repair maximum of 24 hours from the receipt of communication whether oral, telephonic or written etc. from the customer during the CAMC period. Such services shall be undertaken during working days of the Courts concerned and such services under this Agreement cover normal preventive and breakdown service requirements and do not cover those occasioned by use of un approved supplies and parts and/or servicing/tampering by unauthorized personnel.

(6) The Contractor also agrees to provide stand-by machine of same quality and capacity free of any charge if the existing machine could not be repaired and made functioning to the satisfaction of the customer or

not made functioning within 24 hours from the time of receipt of communication/service request.

(7) Ordinarily, the contractor shall not take the equipment or any component of it to its factory or service centre for repair. However, in cases where the situation warrants the contractor shall take the equipment/components to its factory or service centres on furnishing suitable bank guarantee/ other guarantee.

(8) 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.

Encl: 1. Draft preliminary agreement

2. List of courts

sd/-

N. Anil Kumar

Registrar (Subordinate Judiciary)

Copy to:

1) MARIKAR (MOTORS) LTD,
CANON DIVISION – HQ ADIMURI BUILDINGS, AKG
VYANASALA ROAD, THAMMANM P.O. CHAKKARAPPRAMBU,
ERNAKULAM - 682032, PH. 0484 6512355

2) INICOM INFOTEL PRIVATE LIMITED
FIRST FLOOR, MANIKATH CHEMBER,
KARIMPATTA ROAD, RAVIPURAM
PALLIMUKKU, ERNAKULAM – 682016 , PH -0484 2366890

3) EURO AGENCIES
39/3729, RAVIPURAM ROAD, PANAMPALLY NAGAR
KOCHI, KERALA – 682016 , PH-0484 2357521

4) GLORIA SERVICES
27/3208, PULINAT BUILDINGS
OPP. COCHIN SHIP YARD, M.G. ROAD
COCHIN – 682015, PH – 0484 2356620

5) THE DISTRICT INFORMATION OFFICER, ERNAKULAM

6) THE PUBLIC RELATION OFFICER, HIGH COURT

7) NOTICE BOARD, HIGH COURT

8) THE FILE

ANNEXURE A

AGREEMENT

Articles of agreement executed on this the..... day of .....
Two Thousand and Sixteen (/ / 2016) between the Registrar (Subordinate Judiciary) High Court of Kerala (hereafter referred to as the High Court) of the one part and
Sri. ....
(name and address of the tenderer),(hereinafter referred to as the bounden) of the other part.

WHEREAS in response to the Notification No D10-89598/2012 dated 23/03/2016 the bounden has submitted to the High Court a tender for the supply of articles specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the High Court a sum of Rs...../- as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the High Court.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

1.In case the tender submitted by the bounden is accepted by the high court and the contract for the supply of photocopier machines is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the High Court incorporating all the terms and conditions under which the Government accepts his tender.

2.In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the High Court shall have power and authority to recover from the bounden any loss or damage caused to the High Court by such breach as may be determined by the High Court by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3.All sums found due to the High Court under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the High Court may deem fit.

In witness whereof Sri ....

(H.E. name and designation) for and on behalf of the High Court of Kerala and Sri. .....

....

the bounden have here into set their hands the day and year shown against their respective signatures.

Signed by Sri. .....
Date.....

In the presence of witnesses:

1.

2.

Signed by Sri. .....
Date.....

In the presence of witnesses:

1.

2.

ANNEXURE - B

THE LIST OF COURTS WHERE THE FAX MACHINES ARE INSTALLED

Sl.No.	Name of court centre	The court where the fax machine is installed
Thiruvananthapuram District		
1	Neyyattinkara	MACT, Neyyattinkara
2	Attingal	MACT, Attingal
3	Nedumangad	Family Court, Nedumangad
4	Varkala	Munsiff Court, Varkala
5	Kattakada	JFCMC, Kattakada
Kollam District		
6	Punalur	MACT, Punalur
7	Kottarakkara	Family Court, Kottarakkara
8	Karunagappally	Munsiff's Court, Karunagappally
9	Sasthamcotta	Munsiff-Magistrate Court, Sasthamcotta
10	Paravur	Munsiff-Magistrate Court, Paravur
Pathanamthitta District		

11	Thiruvalla	Sub Court, Thiruvalla
12	Adoor	Munsiff Court, Adoor
13	Ranny	Munsiff Court, Ranny
14	Ranny Sub Centre	JFCMC, Ranny
Alappuzha District		
15	Cherthala	Sub Court, Cherthala
16	Kayamkulam	Munsiff Court, Kayamkulam
17	Haripad	Munsiff Court, Haripad
18	Chengannur	Sub Court, Chengannur
19	Ambalapuzha	JFCMC, Ambalapuzha
20	Ramankary	JFCMC, Ramankary
Kottayam District		
21	Ettumanoor	Family Court, Ettumanoor
22	Changanacherry	Munsiff Court, Changanacherry
23	Pala	MACT, Pala
24	Kanjirappally	Munsiff Court, Kanjirappally
25	Erattupetta	Munsiff Court, Erattupetta
26	Vaikom	Munsiff Court, Vaikom
Idukki District		
27	Thodupuzha	Family Court, Thodupuzha
28	Idukki	Munsiff Court, Idukki
29	Kattappana	Sub Court, Kattappana
30	Devikulam	Munsiff-Magistrate Court, Devikulam
31	Peermade	Munsiff-Magistrate Court, Peermade
32	Adimaly	JFCMC, Adimaly
33	Nedumkandom	JFCMC, Nedumkandom
Ernakulam District		
34	Ravipuram	Spl. Court (SPE/CBI)-I, Ernakulam
35	Panampilly Nagar	Spl. Court, Idamalayar Investigations, Ernakulam
36	Kochi	Sub Court, Kochi
37	Ernakulam	Family Court, Ernakulam
38	Aluva	JFCMC, Aluva
39	Perumbavoor	MACT, Perumbavoor

40	Muvattupuzha	MACT, Muvattupuzha
41	Kolenchery	JFCMC, Kolenchery
42	Kothamangalam	JFCMC, Kothamangalam
Thrissur District		
43	Irinjalakuda	Addl. District Court / MACT, Irinjalakuda
44	Irinjalakuda	JFCMC, Irinjalakuda
45	Kodungallur	Munsiff Court, Kodungallur
46	Chavakkad	Munsiff Court, Chavakkad
47	Kunnamkulam	JFCMC, Kunnamkulam
48	Wadakkanchery	Munsiff Court, Wadakkanchery
49	Chalakudy	Munsiff Court, Chalakudy
50	Thrissur	Family Court, Thrissur
Palakkad District		
51	Palakkad	Family Court, Palakkad
52	Ottapalam	MACT/Addl. District Court, Ottapalam
53	Chittur	Munsiff Court, Chittur
54	Alathur	Munsiff Court, Alathur
55	Mannarkkad	Munsiff-Magistrate Court, Mannarkkad
56	Pattambi	Munsiff-Magistrate Court, Pattambi
Malappuram District		
57	Nilambur	JFCMC, Nilambur
58	Malappuram	Family Court, Malappuram
59	Perinthalmanna	Munsiff-Magistrate Court, Perinthalmanna
60	Parappanangadi	Munsiff Court, Parappanangadi
61	Tirur	Sub Court, Tirur
62	Ponnani	Munsiff-Magistrate Court, Ponnani
Kozhikode District		
63	Kozhikode	Family Court, Kozhikode
64	Kozhikode	MACT, Kozhikode
65	Kozhikode	Spl. Addl. Sessions Court (Marad cases), Kozhikode
66	Koyilandy	Sub Court, Koyilandy
67	Vatakara	Spl. Court (NDPS Act cases)/ Addl. District Court, Vatakara

68	Nadapuram	Munsiff Court, Nadapuram
69	Payyoli	Munsiff-Magistrate Court, Payyoli
70	Perambra	Munsiff-Magistrate Court, Perambra
71	Thamarassery	JFCMC-I, Thamarassery
72	Kunnamangalam	JFCMC, Kunnamangalam
Wayand District		
73	Sultan Bathery	Sub Court, Sultan Bathery
74	Mananthavady	Munsiff-Magistrate Court, Mananthavady
Kannur District		
75	Kannur	Family Court, Kannur
76	Kannur	Munsiff Court, Kannur
77	Kuthuparamba	Munsiff Court, Kuthuparamba
78	Mattannur	JFCMC, Mattannur
79	Taliparamba	Munsiff Court, Taliparamba
80	Payyannur	Sub Court, Payyannur
Kasaragod District		
81	Kasaragod	Family Court, Kasaragod
82	Hosdurg	Sub Court, Hosdurg