

THE HIGH COURT OF KERALA

Ernakulam : 682 031

Dated : 29.11.2013

From,
The Registrar (Administration)
The High Court of Kerala.
To,

QUOTATION NOTICE

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| Quotation Number | H2- 67800/10/S1 |
| Due date and time for receipt of quotations | 10.12.2013 till 2.30 P.M. |
| Date and time for opening of quotations | 10.12.2013 at 3 P.M. |
| Date up to which the rates are to remain firm for acceptance | From 01.01.2014 to 31.12.2016 |
| Designation and address of officer to whom the quotation is to be addressed | The Registrar (Administration) High Court of Kerala |
| Superscription: | Quotation for CAMC of Franking Machine, Installed in the High Court of Kerala. |

Sealed quotations are invited for under taking **Comprehensive Annual Maintenance Contract (CAMC)** for a period of **3 Years starting from 01.01.2014 to 31.12.2016**, One number of **Pitney Bowes Remotely Managed Franking System (RMFS)** Machine Model No. DM 100i, installed in the High Court of Kerala. The Comprehensive Annual Maintenance Contract charge quoted shall include all maintenance charges including spares and service. The specification of the machine can be obtained from Stationery/Store Section of the High Court.

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 2.5 per cent of the value of the equipment, amounting to a total of ₹ **2635/- (Rupees Two Thousand Six Hundred and Thirty Five Only)**, as performance security deposit and execute an agreement at his own cost for the satisfactory fulfillment of the contract, if so required.
2. The contractor shall repair services and supply spare parts , required for the smooth functioning of Franking machine at the customers within a maximum time of 24 hours from the receipt of communication whether oral telephonic or written etc from the customer.

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3. 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.
4. The High Court of Kerala, reserves its right to terminate the Annual 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.
5. No representation for enhancement of price once accepted will be considered during the currency of the contract.
6. 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.
7. If any license or permit is required, quotationers must specify in their quotation and also state the authority to whom application is to be made.
8. The quotation may be for the entire or part supplies. But the quotationers should be prepared to carry out such portion of the supplies included in their quotation as may be allotted to them.
9. (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.

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- (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.
10. 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.
 11. Payments will be made only after the Annual Contract period is over.
 12. 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.
 13. 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.
 14. If the due date of opening the quotation happens to be a holiday, the quotations will be opened on the very next working day at the same time.
 15. The acceptance or rejection of a quotation is a matter entirely within the discretion of The Registrar (Administration), High Court of Kerala. The Registrar (Administration), High Court of Kerala reserves the right to accept or reject any quotation without assigning any reasons whatsoever without prior notice.

Place : High Court,
Date : 29.11.2013


Johnny K Paul
Registrar (Administration)

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