

THE HIGH COURT OF KERALA

Athani- 683 585

Phone: 0484 2476310

HCKL/2207/2024-KJA(6)

E-mail: kjakhc@gmail.com

Date: 12-04-2024

QUOTATION NOTICE

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| Quotation Number | HCKL/2207/2024-KJA(6) |
| Last date and time for receipt of quotations | 02.00 PM on 30.04.2024 |
| Date and time for opening of quotations | 02.30 PM on 30.04.2024 |
| Date up to which the rates are to remain firm for acceptance | 2 months |
| Designation and address of officer to whom the quotation is to be addressed | The Director, Kerala Judicial Academy, Athani-683585 |
| Place of opening of the sealed quotations | Office of the Kerala Judicial Academy, Athani-683585 |
| Superscription: <i>“No.HCKL/2207/2024-KJA(6) , Quotation for undertaking preventive maintenance work for the 160 kVA transformer installed in the Kerala Judicial Academy ”.</i> | |

Sealed quotations are invited for carrying out preventive maintenance work for the 160 kVA transformer installed in the Kerala Judicial Academy at Athani. Details are given below:

| Sl. No. | Item Description | Qty |
|---------|--|-------|
| 1. | Arranging the oil filtration of 160kVA transformer, replacing the silica gel and checking the BDV value of oil | 1(LS) |

The necessary superscription, last date and time 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 the 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 quotation will be subject to the following conditions:

1. Acceptance of the quotation constitutes a concluded contract.
2. Withdrawal from the quotation after it is accepted or failure to supply within a specified time or according to the requirements will entail cancellation of the order and service being made at the offerer'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. No representation for enhancement of price once accepted will be considered during the currency of the contract.
4. 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.
5. 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.
6. (a) In cases where a successful tenderer, after having made partial maintenance 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 provide service 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) 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.
7. The rate quoted shall be inclusive of all taxes, duties, cess, 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.
8. Payments will be made only after the completion of maintenance work.
9. (a) i) All payments to the contractors will be made by the Purchasing Officer in due course through Real Time Gross Settlement (RTGS) service of the Banks/e-payment in accordance with the instructions of the Government of India, Reserve Bank of India and the State Government.

(ii) The vendor is required to furnish the following details (along with the invoices) such as; Name of the Bank, Branch Name with its IFS Code (IFSC) and the Bank Account Number to which the amount is to

be credited to facilitate the fund transfer through RTGS system/e-payment.

(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.

10. The High Court, if unsatisfied by the performance of the Contractor can cancel the contract, at any time.
11. 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.
12. It is the responsibility of the Contractor to provide qualified and experienced Service Engineers, subject to satisfaction of the High Court.
13. Service and maintenance should be carried out within the premises of the Kerala Judicial Academy.
14. If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.
15. There will be no prescribed forms used in this quotation; the tenderers are entitled to submit the quotations in their commercial papers.
16. 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 purchaser.
17. The final acceptance of the quotations rests entirely with the High Court which does not bind itself to accept the lowest or any quotation.
18. The general conditions/rules and principles applicable to the purchase of stores/Annual Maintenance Contract specified in the Stores Purchase Manual and Kerala Financial Code Vol I and Government Orders issued from time to time shall be applicable to the above quotation.
19. 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.

20. E-mail quotations will not be considered.

21. If the due date of opening the quotation happens to be a holiday, the quotations will be opened on the next working day at the same time.

(By Order)

Place: Athani
Date:12-04-2024

Sujith K N
DIRECTOR