



THE HIGH COURT OF KERALA

Kerala Judicial Academy

Athani, Aluva

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HCKL/9172/2025-KJA(5)

Date: 26-09-2025

Tender Notice

Tender Number	HCKL/9172/2025-KJA(5)
Last date and time for receipt of tenders	02.00 p.m. on 08.10.2025
Date and time for opening of tenders	02.30 p.m. on 08.10.2025
Date up to which the rates are to be remain firm for acceptance	3 months
Designation and address of the officer to whom the tenders are to be addressed (Purchasing Officer)	The Director, Kerala Judicial Academy, High Court of Kerala, Athani - 683585,
Superscription: HCKL/9172/2025-KJA(5) - <i>"Tender for the Development of a 'High Quality Common Public Space' at the Kerala Judicial Academy for the use of Trainees, Guests, Resource persons and other stake-holders "</i>	

Sealed tenders are invited for the Development of a 'High Quality Common Public Space' at the Kerala Judicial Academy for the use of Trainees, Guests, Resource persons and other stake-holders. The details of the works to be carried out are shown at the schedule (**Annex-A**).

The rate quoted in the tender shall be inclusive of the cost of materials, labour cost, transporting charges and all related charges and taxes (inclusive of GST). No adjustment of the rate quoted shall be made on account of any variations in costs of labour, travelling and materials, taxes, duties and levies or any other cost component affecting the total cost in fulfilling the obligations under the contract.

The Contract rate shall be the only payment, payable by High Court of Kerala to the successful tenderer on completion of the contractual obligations by the successful tenderer under the Contract, subject to the terms of payment specified in the contract .

The rates, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the contract, if awarded. A tender submitted with an adjustable price quotation or conditional tender may be rejected as non-responsive

The necessary superscription, last date and time for the receipt of tenders, the date up to which the rates will have to remain firm for acceptance, the name and address of the officer to whom the quotations are to be sent are noted above. Late tenders will not be accepted on any account. If the date fixed for opening of the tender happens to be a holiday, the same shall be opened on the next working day at the same time and place.

TERMS and CONDITIONS

1. The tenderers shall submit tenders in their commercial letter paper. The rates quoted shall only be in Indian Currency. The tenders in any other currency will be rejected. **The price quoted shall remain firm for a period of 3 months from the date of opening of the Tenders.** Tenders with price variation clause are liable to be rejected.
2. The tender shall be only for the complete works as per schedule (**Annex-A**). The tender for any part of the proposed work will not be accepted.
3. The tenderer shall specify the details of previous experience in the field including the details of similar works carried out elsewhere, in the tender.
4. **The works specified shall be completed within 15 days of from the date of awarding the contract. The scope of work is enclosed as Annex-A.**
5. The rates quoted shall be shown both in figures and words in English only
6. The successful tenderer shall ensure the Academy that the works carried out and the raw materials used conform to prescribed quality standards.
7. **(a)** Every tenderer who has not registered his name with the State Government (Stores Purchase Department), shall send along with his tender, ***an earnest***

money of ₹3,000/-(Rupees Three Thousand only). The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the purchasing Officer or by Demand Drafts (crossed) drawn in favour of the Registrar General, High Court of Kerala. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are finalised; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. “If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalisation of the contract, interest at the rate of interest paid for S.B. accounts by nationalised banks will be paid on the Earnest Money Deposit”.

(b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender the registration number assigned

to them by the Stores Purchase Department.

(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial Co-operatives within the State which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and Village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi and Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on

furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Appendix XVI which supplies stores, and Government of India undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of Stores by the State Government Departments, Small Scale industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency

certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d), above will not however, apply to tenders for supply of raw materials or dietary articles or supply of stores on rate or running contract basis.

8. The tenderers cannot withdraw the tender in the interval between the last date for receipt of tenders and the expiry of the tender validity period specified in the tender. Such withdrawal will result in the forfeiture of EMD from the tenderer deposited by him to the Government or such action will be taken against him as the Kerala Judicial Academy thinks fit.
9. The final acceptance of the tenders rests entirely with the Academy who does not bind themselves to accept the lowest or any tender.
10. The successful tenderer shall have to **execute an agreement within 5 days from date of award of contract** in prescribed format for the due fulfilment of the contract. The successful tenderer shall have to pay all stamp duty and other expenses incidental to the execution of the agreement.

11. The Academy shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.
12. 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.
13. All expenses and damage caused to the Academy by any breach of contract by the contractor shall be paid by the contractor to the Academy and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
14. No representation for enhancement of price will be considered during the currency of the Contract.
15. Any attempt on the part of the tenderers or their agents to influence the officers concerned in the Academy will result in their disqualification.
16. Any additional taxes, duties, cess, or other levies, if applicable, and payable by the Contractor under existing or future laws or regulations during the execution of the contract shall be borne by the Contractor.
17. 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 Kerala Judicial Academy.

18. The general conditions/rules in K.F.C and Stores Purchase Manual and the relevant orders issued by the Government from time to time will be applicable to this quotation.
19. 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, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 23 below.
20. **(a)** The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, shall deposit a sum equivalent to **5 per cent** of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 7 supra or in Fixed Deposit Receipts of State Bank of India endorsed in favour of the above officer. Letters of

guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the Academy. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to the Government and contract will be arranged elsewhere at the defaulter's risk and any loss incurred by the Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In case the successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the items 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 Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer

(c) Even in cases where no alternate purchases are arranged for the items not supplied, the proportionate portion of the security deposit based on the cost of the items not supplied at the rate shown in the tender of the

defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the items 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, upto 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.

21. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiry of the contract, but in the event of any dispute arising between the Academy and the contractor, the Academy shall be entitled to deduct out of deposits of the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Academy to the contractor. In all cases where there are guarantees for the goods supplied, the security deposit will be released only after the expiry of

the guarantee period. If the Security Deposit is not released even after the completion of one year, from the date of expiry of the period of contract, provided there are no complaints against the contractor, interest at the rate of interest paid for S.B. accounts by Nationalised Bank will be paid on the Security Deposit”.

- **(a)** “If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to the Academy shall be made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit.”

22. The Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated time. Apart from that, if the contractor withdraws from the contract during the subsistence of the contract, the entire portion of the performance security deposited by him will be forfeited and any loss incurred to the Academy owing to the premature withdrawal, the contractor shall be liable to pay liquidated damages at the rate as fixed by the Academy.

23. The tenderer should send along with this tender, a preliminary agreement executed and signed in Kerala Stamp Paper of value ₹200/- purchased in his or

her name in the Kerala State. A specimen form of agreement is attached along with this notification. ***Tenders without the agreement in stamped paper will be rejected outright.*** But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the purchasing officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

Signed by

Sujith K N

Date: 26-09-2025 15:13:13

Director

Kerala Judicial Academy

ANNEXURE - A

SCOPE OF WORK

Levelling of an area measuring 1330 sq.ft and laying Bangalore Stones interspersed with Natural Grass, Fitting of Benches and provisioning of suitable lights in the area.

Specifications

- **Area – 1330 sq.ft**
- **Thickness of Bangalore Stone – 45 mm to 50 mm**
- **Size of Fitting Benches – 60*16 (inches) ; (l*w)**
- **Water Levelling**
- **1.5 inch metal laying**
- **Provisioning of suitable lighting in the area to be developed (type, model and nature of lights and fittings be finalized preferably after visiting the proposed work site)**

The rates are to be quoted covering all the above works including the cost of materials, Labour charges, electrical works and applicable GST.

AGREEMENT

Articles of agreement executed on this the day of
.....between the Director, Kerala Judicial Academy, High Court of Kerala
(hereinafter referred to as the Academy) 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.....dated the bounden
has submitted to the Kerala Judicial Academy, a tender for supply of articles specified therein
subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Academy a sum of ₹
as earnest money for execution of an agreement undertaking due fulfillment of the contract in case
his tender is accepted by the Academy; and

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

In case the tender submitted by the bounden is accepted by the Academy and the
contract for the for supplyspecified in the tender therein
awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an
agreement with the Academy incorporating all the terms and conditions under which the Academy
accepts his tender.

1. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and
conditions governing the contract, the Academy shall have power and authority to recover
from the bounden any loss or damage caused to the Academy by such breach as may be
determined by the Academy 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.
2. All sums found due to the Academy 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 Academy may deem fit.

In witness whereof the Director, Kerala Judicial Academy, for and on behalf of the
Academy and Sri....., the Bounden have hereunto set their hands the day and
year shown against their respective signatures.

Signed by Sri(name of the tenderer) (date)

In the presence of witnesses:

- 1.
- 2.

Signed by the Director, Kerala Judicial Academy, High Court of Kerala

In the presence of witnesses:

- 1.
- 2.