



THE HIGH COURT OF KERALA

Kerala Judicial Academy

Athani-683585

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KJA (6)-54/2022

Date : 20-10-2022

TENDER NOTICE

Sealed tenders are invited for washing and ironing including collection, delivery and spreading of various cloth items being used in the hostel rooms, faculty rooms and the office of the Kerala Judicial Academy at Athani, for a period of two years as per the schedule (Annexure A).

1. The tender should be addressed to the Director, Kerala Judicial Academy, Athani -683 585, in sealed cover with superscription as **"KJA(6)-54/2022 dated. 20-10-2022, Tender for washing and ironing including collection, delivery and spreading of various cloth items being used in the hostel rooms, faculty rooms and the office of the Kerala Judicial Academy at Athani for a period of two years"**. The last date for the receipt of the tender is **1.00 pm on 05-11-2022**. The tenders will be opened at **2.30 pm** on the same day in the office of the Director, Kerala Judicial Academy, Athani in the presence of such tenderers or their representatives who may be present at the time of opening. 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 very next working day at the same time and place.

2. Tenderers should submit tenders in their commercial letter paper. The rates quoted should be only in Indian Currency. The tenders in any other currency are liable to rejection. The price quoted shall remain firm for a period of 2 months from the date of opening of the quotations. Quotations not stipulating period of firmness and quotations with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

3. The tender shall be for the washing and ironing of whole items as per schedule (Annexure-A) and part of items will not be accepted.

4. The tenderer shall specify the details of the detergent/lotion used for washing. They shall furnish their previous experience as well as the details of power laundry used for washing, if any.

5. The tender is for the washing and ironing including collection, delivery and spreading of the cloth items at the rooms as instructed by the office of the Kerala Judicial Academy, Athani for a period of two years.

6. The contract is for a period of two years which shall come into force from the date of entering into contract. Scope of work tender schedule is enclosed as **Annexure A**.

7. The rates for washing each item should be shown both in figures and words.

8. The successful tenderer shall ensure himself and the office that the materials taken for washing and delivered are the same. The materials to be washed/dry-cleaned are very costly and valuable so that he shall take utmost care and responsibility until those are delivered without causing any damage.

9.(a) 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 one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of ₹1,500/- (Rupees One Thousand and Five Hundred only)**, if the amount calculated at one per cent of the value of the articles tendered for falls below ₹1,500/-. The amount may be paid either by remittance into any Government Treasury in challans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) drawn in favour of the Registrar General, High Court of Kerala. In the case of remittance into the treasury, challan 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 settled; 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 they submit 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 the supply of raw materials or dietary articles or supply of stores on rate or running contract basis.

10. 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 Government or such action taken against him as the High Court of Kerala think fit.

11. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

12. The final acceptance of the tenders rests entirely with the High Court of Kerala who does 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 supply order included in their tenders as may be allotted to them.

13. The High Court of Kerala shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.

14. The successful tenderer shall not assign or make over the contract or the benefits or burden thereof to any other person or body corporate. The successful tenderer shall not sublet or underlet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Registrar (Finance), 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.

15. Any loss and damage caused to the High Court of Kerala by any breach of contract by the contractor shall be recovered from the contractor under the provisions of the Revenue Recovery Act in force in the State.

16. (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 issued from time to time.

(ii) The vendor is required to furnish the following details (along with the bill) 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.

(iii) The payment shall be effected on receipt of stamped bills on bimonthly or quarterly basis.

(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.

17. The tenderer will be free to contact/visit the office of the Kerala Judicial Academy during office hours to physically verify the items given in the schedule.

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 Officers/Staff concerned in their favour by personal canvassing will disqualify the tenderers.

20. The prices quoted should 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 during the course of execution of the contract.

21. 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 22 below.

22.(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 equivalent to **5 per cent** of the value of the contract as security for the satisfactory fulfillment 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 9 supra or in Fixed Deposit Receipts of State Bank of India endorsed in favour of the Registrar General, High Court of Kerala. 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 High Court of Kerala. 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 Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by 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 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 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 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.

(d) 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, 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.

23. 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 of Kerala and the contractor, the High Court of Kerala 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 High Court of Kerala to the contractor. In all cases where there are guarantee 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 nationalized banks 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 High Court of Kerala shall be made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit.”

24. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

25.(a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the High Court of Kerala (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the High Court of Kerala by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the High Court of Kerala shall have incurred, sustained or been put to any costs, damages or expenses by reasons of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the High Court of Kerala under and by virtue of this contract, it shall be lawful for the High Court of Kerala from and out of any moneys for the time being payable or owing to the contractor from the High Court of Kerala under or by virtue of this contract or otherwise to pay and reimburse to the High Court of Kerala all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses, and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the office of the Purchasing Officer is situated.

26. 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 of Kerala or any other person authorised by the High Court of Kerala and set off against any claim of the Purchasing Officer or High Court of Kerala for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or High Court of Kerala or any other person authorised by the High Court of Kerala. Any sum of money due and payable to the successful tenderer or contractor from High Court of Kerala shall be adjusted against any sum of money due to High Court of Kerala from him under any other contracts.

27. Every notice hereby required or authorised to be given may be either 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 be 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 abode or business.

28. The tenderer shall undertake to supply materials and execute the work according to the standard sample and/or specifications.

29. 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 period.

30. Samples should be forwarded if called for and unapproved samples got back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. The High Court of Kerala will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

31. 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 purchaser.

32. The tenderer should send along with this tender an agreement executed and signed in Kerala Stamp Paper of value ₹200/- purchased 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.

33. The general conditions/rules in K.F.C and Stores Purchase Manual and the orders issued by the Government will be applicable to this tender.

Athani
20-10-2022



Director
Kerala Judicial Academy

ANNEXURE - A

Standard / Quality of detergent/lotion used:

Place of delivery of washed clothes: Office of the Kerala Judicial Academy, Athani

SPECIFICATION OF WORK :

Washing, Ironing including collection, delivery and spreading of the following:

Sl.No.	Items	Rate per Piece (₹)
1	Bed sheet	
2	Bed Spread	
3	Pillow Cover	
4	Turkish Towel	
5	Blanket	
	Dry Wash	
6	Window Curtain	
7	Door Curtain	

Declaration

I / Weagree to undertake the laundry jobs of the Kerala Judicial Academy for a period of two year as specified and described in the Annexure "A" given above as per the rates and conditions furnished above. I / We do hereby declare that I am not related to any Government servant who is in charge / having control of this work.

Place :

Date :

CONTRACTOR (Signature)

PRELIMINARY 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 High Court of Kerala) of the one part and
Sri.....
.....(H.E.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, High Court of Kerala, 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 of Kerala a
sum of ₹ 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 of Kerala.

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
of Kerala and the contract for the 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 High Court of Kerala
incorporating all the terms and conditions under which the High Court of Kerala 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 of Kerala
shall have power and authority to recover from the bounden any loss or damage caused
to the High Court of Kerala by such breach as may be determined by the High Court of
Kerala 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 of Kerala 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 of Kerala may deem fit.

In witness whereof the Director, Kerala Judicial Academy, for and on behalf
of the High Court of Kerala 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.