

**THE HIGH COURT OF KERALA**

Kochi- 682 031
Dated. 29.07.2023

KJA-6/43/2021

TENDER NOTICE

Sealed tenders are invited for the upkeep and maintenance of garden and lawn (total area of 2409 square meters including a lotus pond) and for the work of cutting overgrown grass and weeds at the Kerala Judicial Academy campus at Athani, Ernakulam from reputed firms/persons having experience in the field of garden works for the maintenance of Horticulture and Landscaping including periodical planting. The rate on an hour wage basis for cutting of grass in the rest of the Academy compound should be shown separately.

GENERAL CONDITIONS:

1. The tender should be addressed to the Assistant Registrar, Kerala Judicial Academy, High Court of Kerala, Athani-683585, in sealed cover with superscription as ***"KJA-6/43/2021 dated 29.07.2023, Tender for "Upkeep and maintenance of garden and lawn at the Kerala Judicial Academy campus"***. The last date for receipt of the tender is 1.00 PM on 17-08-2023. The tenders will be opened at 2.00 PM on the same day in the office of the 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 next working day at the same time and place.

2. Tenderer should submit tender in their commercial letter paper, showing their experience in the field of upkeep and maintenance of garden and lawn. 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 3 months from the date of opening of the tender. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

3. 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.

4. 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.

5. The successful tenderer have to execute an agreement for due fulfilment of the contract and to furnish security for a sum equivalent to 5% of the total value of the contract less the amount of money deposited by him along with his tender, within the period specified in the letter of acceptance. The successful tenderer shall have to pay all stamp duty and other expenses incidental to the execution of the agreement. The security amount is to be paid by bank guarantee drawn in favour of the Registrar General, High Court of Kerala, Ernakulam.

6. 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 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 may be claimed. The same may also be deducted from any other sum which may be due at any time from the High Court of Kerala to the contractor.

7. The rate quoted shall be inclusive of the cost of materials, cost of spares, all major and minor repairs and maintenance charges, labour cost, charges for disposal of de-watered bio-sludge, cost of treatment agents, lubricants, transporting charges, all taxes (inclusive of service tax) and cess.

8. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.

9. High Court of Kerala shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the tenders and also during the contract period. The decision of High Court of Kerala in this regard will be final and binding and no disputes in this regard will be entertained.

10. The tenderer is allowed to modify or withdraw its submitted tender any time prior to the last date prescribed for receipt of tenders.

11. Subsequent to the last date for receipt of tenders, no modification of tenders shall be allowed.

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

13. (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 of Kerala for making payments outside the district in which the claim arises shall be borne by the contractor.

14. (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 Kerala Judicial Academy (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 Kerala Judicial Academy by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Kerala Judicial Academy 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 Kerala Judicial Academy under and by virtue of this contract, it shall be lawful for the Kerala Judicial Academy from and out of any moneys for the time being payable or owing to the contractor from the Kerala Judicial Academy under or by virtue of this contract or otherwise to pay and reimburse to the Kerala Judicial Academy 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.

15. 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 Kerala Judicial Academy or any other person authorised by the Kerala Judicial Academy and set off against any claim of the Purchasing Officer or Kerala Judicial Academy 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 Kerala Judicial Academy or any other person authorised by the Kerala Judicial Academy . Any sum of money due and payable to the successful tenderer or contractor from Kerala Judicial Academy shall be adjusted against any sum of money due to Kerala Judicial Academy from him under any other contracts.

16. Any attempt on the part of the tenderers or their agents to influence the officers/staff of Kerala Judicial Academy in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

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 purchaser.

18. 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.

19. 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.

20. Every notice hereby required or authorized to be given may be either given to the successful tenderer personally or by e-mail 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 successful tenderer 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 successful tenderer 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.

21. The rates quoted should be inclusive of all taxes, duties, cess, etc., which are or may become payable by the successful tenderer under existing or future laws or rules of the country of origin during the course of execution of the contract.

22. The tenderer can see the work site during office hours with prior permission from the Director, Kerala Judicial Academy without causing inconvenience to the functioning of office.

23. Those tenderers who have previous experience in maintenance of lawn, horticulture and landscaping in any reputed firms/office shall furnish proof showing the period of experience, name of firm, etc.

24. The work includes nursing of grass in the garden and lawn, pruning of grass for better growth, removal of weeds, maintenance of sprinklers, lotus pond, etc. pruning and shaping of lawn grass be done at least twice in a month. Also the work of cutting overgrown grass and weeds in the rest of the Academy compound on an hour wage basis.

25. Mortalities, if any, will be replaced at the cost of the tenderer and the garden and landscaping shall be kept neat and tidy.

26. All the tools and equipment (sprayers, lawn movers, etc.), manure, fertilizer, pesticides, etc., required during the maintenance of the landscaping and horticulture shall be arranged by the tenderer at their expense.

27. Tenderers shall specify the monthly rates for the maintenance of lawn, horticulture and landscaping including periodical planting, inclusive of all taxes and cess. The rate on an hour wage basis for cutting of grass in the rest of the Academy compound should be shown separately.

28. The tenderer will be responsible for any loss, damage, etc. caused by their workers.

29. The work shall be executed between 8.30 a.m. and 6 p.m. on working days.

30. The contractor shall not assign or make over the contract on 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 corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer 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. If such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

31. The payment will be made on quarterly basis, after satisfactory discharge of work and on production of stamped bill/invoice.

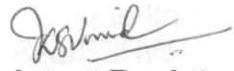
32. All expenses and damages caused to Kerala Judicial Academy by any breach of contract by the contractor shall be paid by the contractor to the Kerala Judicial Academy and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

33. The finalisation of tenders shall be made in accordance to the negotiation and upon the rates quoted. The Kerala Judicial Academy has all the rights to reject a tender without giving any reason.

34. Kerala Judicial Academy holds the rights to unilaterally terminate the contract at any time during the contract.

35. All the safety measures/ insurance of workers, etc. fall in the responsibility of the successful tenderer.

Station: Athani
Date: 29-07-2023


Assistant Registrar
Kerala Judicial Academy

CKH

AGREEMENT

Articles of agreement executed on this the..... day ofbetween the Assistant Registrar, 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, a tender for the upkeep and maintenance of garden and lawn at the Kerala Judicial Academy campus 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 fulfilment 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 upkeep and maintenance of garden and lawn at the Kerala Judicial Academy campus specified 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 Assistant Registrar, 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 the Assistant Registrar, Kerala Judicial Academy, High Court of Kerala

In the presence of witnesses:

- 1.
- 2.

Signed by Sri. (Name of the tenderer)..... (Date).....

In the presence of witnesses:

- 1.
- 2.