



THE HIGH COURT OF KERALA

Athani- 683 585
Phone: 0484 2476310
E-mail: kjakhc@gmail.com
Dated. 13.01.2023

No. KJA-6/52/2021

QUOTATION NOTICE

Quotation Number	KJA-6/52/2021
Last date and time for receipt of quotations	1.00 PM on 24.01.2023
Date and time for opening of quotations	02.30 PM on 24.01.2023
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-683 585
Place of opening of the sealed quotations	Office of the Kerala Judicial Academy, Athani-683585
Superscription: <i>"No. KJA-6/52/2021, Quotation for undertaking the work of land levelling and lawn setting for an area of 840 sq.ft of the Kerala Judicial Academy campus garden at Athani"</i>	

Sealed quotations are invited for carrying out the work of land levelling and lawn setting for an area of 840 sq.ft of the Kerala Judicial Academy campus garden at Athani.

Details are given below:

SL. No.	Description of the work	Qty in units
1.	Removal of waste from yard and levelling using earthmover	840 sq. ft
2.	Supply of organic manure	1 bag
3.	Setting of pearl grass	840 sq. ft
4.	Irrigation setting	840 sq. ft

The necessary superscription, due 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 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. Nevertheless, the successful quotationer must, within a month after the acceptance of his quotation, execute an agreement at his own cost for the satisfactory fulfillment of the contract, if so required.
2. Withdrawal from the quotation after it is accepted or failure to undertake the work within a specified time or according to specifications will entail cancellation of the order and services 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 of Kerala reserves also the right to remove the defaulter's name from the list of High Court of Kerala service providers permanently or for a specified number of years.
3. No representation for enhancement of price will be considered during the currency of the contract.
4. 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.
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. The quotation may be for the entire or part service. But the quotationers should be prepared to carry out such portion of the services included in their quotations as may be allotted to them.

7. (a) In cases where a successful quotationer, after having made partial work 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 quotation or by negotiation or from the next higher quotationer who had offered to provide service already and the loss, if any, caused to the High Court of Kerala shall thereby together with such sums as may be fixed by the High Court of Kerala towards damages be recovered from the defaulting quotationer.

(b) Any sum of money due and payable to the contractor (including Security deposit returnable to him) under this contract may be appropriated by the High Court of Kerala or any other person authorized by 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 of Kerala or any other person authorized by the High Court of Kerala.

8. The prices 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.

9. (a) Payments will be made only after the completion of work.

(b) The quotationer 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 completing the work.

10. Any sum of money due and payable to the successful quotationer 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.

11. (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 contractor 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.

12. The High Court of Kerala, if unsatisfied by the performance of the Contractor can cancel the contract, at any time.

13. The High Court of Kerala shall be entitled to assign this work 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 of Kerala.

14. It is the responsibility of the Contractor to provide qualified and experienced Gardeners, subject to satisfaction of the High Court of Kerala.

15. 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.

16. There will be no prescribed forms used in this quotation; the quotationer are entitled to submit the quotations in their commercial papers.

17. Special conditions, if any, printed on the quotation sheets of the quotationer or attached with the quotation will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
18. The final acceptance of the quotations rests entirely with the High Court of Kerala which does not bind itself to accept the lowest or any quotation.
19. 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.
20. 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.
21. E-mail quotations will not be considered.
22. 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.

Place: Athani
Date : 13.01.2023


Director
Kerala Judicial Academy



THE HIGH COURT OF KERALA

Athani- 683 585
Phone: 0484 2476310
E-mail: kjakhc@gmail.com

Dated. 13.01.2023

No. KJA-6/52/2021

SHORT QUOTATION NOTICE

Sealed quotations are invited for carrying out the work of land levelling and lawn setting for an area of 840 sq. ft of the Kerala Judicial Academy campus garden at Athani.

The envelopes containing the quotation should bear the superscription **"No. KJA-6/52/2021, Quotation for undertaking the work of land levelling and lawn setting for an area of 840 sq. ft of the Kerala Judicial Academy campus garden at Athani "** and should be addressed to the Director, Kerala Judicial Academy, Athani-683585. Intending tenderers may submit the quotations on their own papers.

Last date for receipt of quotations is at 01.00 PM on 24.01.2023. Late quotations will not be accepted. The quotations will be opened at 02.30 PM on the same day in the presence of such of the tenderers or their authorized representatives who may be present at the time.

Details of the requirements and the conditions governing their supply can be obtained free on request from the office of the Kerala Judicial Academy till 4.00 PM on 23.01.2023.

Place: Athani
Date : 13.01.2023


Director
Kerala Judicial Academy