

**THE HIGH COURT OF KERALA**

Telephone No: 2393901

No. J(E)- 82468/2017

ERNAKULAM  
Kochi-682 031  
Post Box No.2600  
Dated.11.09.2018

**TENDER NOTICE**

Sealed Tenders are invited for the upkeep and maintenance of garden and lawn from reputed firms/Persons having experience in the field of Garden Works for the maintenance of Horticulture and Landscaping including periodical planting (total area of 1952 square meter) at the Kerala Judicial Academy campus at Athani, Ernakulam .

**GENERAL CONDITIONS :**

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.
2. Intending tenderers should send their tenders so as to reach the Registrar (Finance), High Court on due date and time (noted below). The Tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenders or their nominees who may be present at that time. No tender received after the specified date and time will 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.
3. The rates quoted should be only in Indian currency. The tenders in any other currency are liable to rejection. The price quoted should be inclusive all taxes, duties, cess which are or may be become payable by the tenderer under the existing laws. No representation for enhancement of rates once accepted will be entertained. The price quoted shall remain firm for a period of 3 months from the date of opening of the tender. Tenderer should submit tender in their commercial letter paper also showing their experience in the in the field of upkeep and maintenance of garden and lawn .
4. Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest

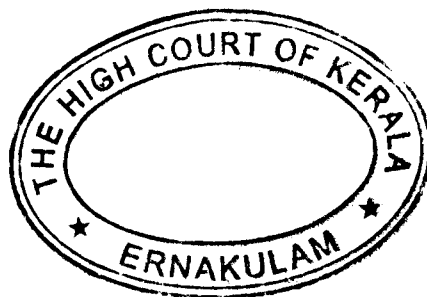
money of 1 % of the total cost of the work tendered for (rounded to the nearest rupee), subject to a minimum of ₹1500/-. The amount is to be paid by crossed demand draft in favour of the Registrar (Finance), High Court of Kerala, payable at Ernakulam. Cheques will not be accepted.


5. The earnest money deposit of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled, but that of the successful tenderer will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.
6. The successful tenderer have to execute an agreement for due fulfillment of the contract and to furnish security for a sum equivalent to 5 % of the total value of the contract 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 (Finance), High Court of Kerala, Ernakulam.
7. 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 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.
8. 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.
9. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
10. Government of Kerala/ 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.

11. The tenderer is allowed to modify or withdraw its submitted tender any time prior to the last date prescribed for receipt of tenders.
12. Subsequent to the last date for receipt of tenders, no modification of tenders shall be allowed.
13. The Registrar (Finance), High Court of Kerala reserves the right to reject all or any of the tenders without assigning any reason whatsoever.
14. Any attempt on the part of the tenders or their agents to influence the Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
15. Special conditions, if any, of the tenders attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Registrar (Finance), High Court of Kerala.
16. The tenderer should send along with his 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 herewith.
17. Relevant Government rules and orders, provisions of Kerala Financial Code and Store Purchase Manual are binding.

Superscription Tender No. J(E)82468/2017 for the upkeep and maintenance of garden and lawn at the Kerala Judicial Academy campus at Athani, Ernakulam	
Due date and time for receipt of Tenders	26/ 09/ 2018, 2 p.m
Date and time for opening of Tenders	26/ 09/ 2018, 3 p.m
Designation and address of the officer to whom the tenders are to be addressed	The Registrar (Finance), High Court of Kerala, Ernakulam- 31

Station: Ernakulam  
Date: 11.09.2018



  
Mathews. K. Nelluvely  
Registrar (Finance)

## AGREEMENT

Articles of agreement executed on this the..... day of .....between the Registrar (Finance) High Court of Kerala (hereafter referred to as the High Court) 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. J(E)82468/2017 dated. 11.09.2018, the bounden has submitted to the High Court a tender for the upkeep and maintenance of garden and lawn including periodical planting (total area of 1952 square meter) at the Kerala Judicial Academy campus at Athani, Ernakulam specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the High Court 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.

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

In case the tender submitted by the bounden is accepted by the High Court and the contract for the upkeep and maintenance of garden and lawn specified in the Limited Tender therein awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the High Court incorporating all the terms and conditions under which the Government accepts his tender.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the High Court shall have power and authority to recover from the bounden any loss or damage caused to the High Court by such breach as may be determined by the High Court 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.

All sums found due to the High Court 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 may deem fit.

In witness whereof Sri..... (H.E.name and designation) for and on behalf of the High Court of Kerala and Sri.....the bounden have here into set their hands the day and year shown against their respective signatures.

Signed by Sri .....(date).....

In the presence of witnesses:

- 1.
- 2.

Signed by Sri.....(date).....

In the presence of witnesses:

- 1.
- 2.

\* To be executed on Stamp paper worth ₹200/-

Copy to :

~~1~~ The Assistant Registrar, Kerala Judicial Academy

~~2~~ The Section Officer, IT Section

3. The Notice Board, High Court

4. The File