

THE HIGH COURT OF KERALA

KJA-LIB- 58565/2017

Place : Athani
Date 08.06.2018
Phone No : 0484-2476310
e-mail : kjalibrary@gmail.com
: kjakhc@gmail.com

TENDER NOTICE

Tender Number	KJA-LIB-58565/2017
Due date and time for receipt of quotations	18.06.2018 10.30am
Date and time for opening of quotations	18.06.2018 11.30am
Date up to which the rates are to remain firm acceptance	One year from the date of Tender
Designation and address of officer to whom quotation is to be sent	Assistant Registrar, Kerala Judicial Academy, Athani
Place of opening of the sealed tenders	Office of the Kerala Judicial Academy, Athani
<i>Superscription: Tender for the supply of 24 units of the legal online software to the President, four Members of the Board of Governors, five Directors of the Kerala Judicial Academy and to 14 Chief Judicial Magistrates of the State for a period of three years</i>	

Sealed tender is invited for the supply of 24 nos. of the online legal software CDJ, each to the President and four Members of the Board of Governors of the Kerala Judicial Academy, five Directors of the Kerala Judicial Academy and to 14 Chief Judicial Magistrates of the State for a period of three years as specified in the schedule below.

1. The tender should be addressed to the Assistant Registrar, Kerala Judicial Academy, Athani, Aluva, Ernakulam, 683585 in a sealed cover with the tender number and the name shown above duly superscribed on the cover.
2. Intending tender should reach the office of the Assistant Registrar, Kerala Judicial Academy, on due date and time (noted above). No tender received after the

specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. 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. The tender will be opened on the appointed day and time in the Assistant Registrar's office, in the Kerala Judicial Academy Campus at Athani, in the presence of the tenderer or his nominee who may be present at that time.
4. The Tenderer shall invariably specify in the tender the delivery conditions including the time required for the supply of online legal software CDJ to the above mentioned Judicial Officers.
5. (a) Every tenderer who has not registered his name with the State Government (Stores Purchase Department), should sent along with his tender, an earnest money of one percent of the total coast of the articles tendered for (rounded to the nearest rupee) subject to a minimum of ₹ 1500/-, if the amount calculated at one percent of the value of the articles tendered for falls below ₹ 1500/-. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of India drawn in favour of the officer mentioned below. In case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted.
(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.
6. The tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
7. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the tenderer shall also execute an agreement for the due

fulfilment of the contract within the period to be specified in the letter of acceptance.

8. If the contractor fails to deliver all or any of the legal software 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 assets of the Proprietor as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the legal software. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.
9. In the event of any dispute arising between the Department concerned and the contractor, the Department 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 Government to the contractor.
10. (a) All payments to the contractors will be made by the Purchasing Officer in due course by way of transfer credit to the account of the beneficiary.
(b) All incidental expenses incurred by the Government for making payments to the account of the beneficiary in which the claim arises shall be borne by the contractor.
11. The tenderer 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 installation of legal database in the computers of the Judicial Officers of the State.
12. Ordinary payments will be made only after the installation are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of the Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping

documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipts of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

13. 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 an 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 his contract.
14. (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 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer 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 government. 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) 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.

15. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to the damages amounting to the whole his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the Department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

NOTE : The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

16. (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 government (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 Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason 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 Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government 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 proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

17. 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 Government or any other person authorized by Government and set off against any claim of the Purchasing Officer or Government 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 Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or

contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

18. Every notice hereby required or authorized 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 of abode or business.
19. The tenderer shall undertake to supply materials according to the standard sample and for specifications and are to be ready to install them in the computers of various Judicial officers in the State of Kerala and to make updation for the current year.
20. No representation for enhancement of rates once accepted will be considered.
21. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
22. 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.
23. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
24. (a) The prices quoted should be inclusive of all taxes, duties cesses, transportation 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.
(b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

25. Payment will be made only after the supplies are actually verified and taken to stock. Special conditions, if any; printed on the quotation sheets of the tenderer or attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchases.
26. The quotations submitted via e-mail /Fax will not be accepted.
27. Any further information, if required, can be had from the office during working hours Contact No. 0484-2476310.
28. 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.

Athani,
08.06.2018.


Registrar (Finance)
High Court of Kerala