

## KERALA JUDICIAL ACADEMY

Kochi:682031

No.KJA-LIB-083919/2011

Dated:17-07-2014

### TENDER NOTICE

Sealed tenders are invited for the supply of 436 nos. of 'KHC-Case Search Software' (working in Windows/ Linux/Ubuntu) with 1 year updating Contract as per specifications described in the schedule (Annexe- A).

#### TERMS AND CONDITIONS

- 1) Tenders should be addressed to The Director, Kerala Judicial Academy, Ernakulam, Pin- 682 031 in the sealed cover with the tender number and name duly superscribed on the cover.
- 2) The tenders should be in the prescribed original form which can be obtained from the office of Kerala Judicial Academy on payment in cash Rs.3468/-(Rupees Three Thousand Four Hundred and Sixty Eight Only) (inclusive of 4% VAT) in the office of Kerala Judicial Academy. Duplicate copies of tender form will be issued on payment of Rs.1734/-(Rupees One Thousand Seven Hundred and Thirty Four Only).Postal orders,postal stamps,bank drafts or bank cheques will not be accepted. No forms will be sent by V.P.P. or in advance. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. The tender in any other currency are liable to be rejected. Sale of tenders will be closed at 4.30 p.m. on 16/08/2014.Tenders should reach the office of the Director, Kerala Judicial Academy before 4. 30 p.m. on 16/09/2014. Tender forms are not transferable.
- 3) Intending tenderers should send their tenders so as to reach the Kerala Judicial Academy on due date and within time (16/09/2014 before 4.30 p.m.). No tender received after the specified date and time will be accepted on any account. Tenders not stipulating period of firmness and tenders with price variation clause and /or subject to prior sale condition are liable to be rejected. The rates will be considered firm for acceptance for a period of 3 months from the date of opening the tender. The unit price and updating charge shall be separately quoted.
- 4) Every tenderer should send along with his tender, an earnest money 1 % of the amount quoted for 436 numbers of 'KHC-Case Search Software'.The amount may be paid by Demand Draft in favour of the Director, Kerala Judicial Academy from any scheduled Bank. Cheques will not be accepted. The earnest money of the unsuccessful tenders will be returned as soon as possible after the tenders are settled, but that of the successful tenderer will be returned on deposit of security for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited. The registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Store Purchase Department.

- 5) The tenders will be opened on the appointed day and time(18-09-2014) in the Office of the Director, Kerala Judicial Academy in the presence of such of those tenderers or their nominees who may be present at that time. If the date fixed for opening of tender falls to be a declared holiday, the next working day will be considered as date fixed for opening the tenders.
- 6) The price quoted should be inclusive of all taxes, duties, cess etc. which may become payable by the tenderer under the existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract, the cost of above items, transporting charges and all taxes. No representation for the enhancement of price or rate will be entertained. The price quoted shall remain firm for a period of three months from the date of opening the tender. 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 the Government or such action taken against him as the Kerala Judicial Academy think fit.
- 7) (a). Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.  
  
(b) The successful tenderer should complete the supply and installation of 'KHC-Case Search Software' in the laptops of such Judicial officers in the State as may be identified by the Director by visiting their prescribed stations within a period of one month from the date of agreement. The half yearly updating of data in the software shall be carried out in accordance with the directions that may be given from this office from time to time.
- 8) (a)Tenderers shall clearly specify whether the articles offered bear Indian Standards Institution Certification Made or not. In such cases, they shall produce copies of certification mark along with their tender in support of it.  
  
(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Kerala Judicial Academy reserves the right to reject offers for import of goods if the import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
- 9) (a). The tenders for part supply will not be accepted.  
  
(b). The final acceptance of the tenders rests entirely with the Kerala Judicial Academy 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.

10) (a) The successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definitive penalty.

(b) The guarantee provisions contained in the Kerala Financial Code are applicable to this tender.

11) (a) Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty and other expense incidental to the execution of the agreement

(b) The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender, shall deposit a sum equivalent to 5 percent of the value of the contract as security for the satisfactory fulfilment of the contract. The security deposit shall be by way of fixed deposit in a Nationalised bank/Scheduled Bank in the name of the contractor but with lien in favour of the Director, Kerala Judicial Academy for a period of one year from the date of contract. 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 Kerala Judicial Academy. If the successful tenderer fails to deposit the security and execute the agreement within the period specified the earnest money deposited by him will be forfeited to Government and the contract will be arranged elsewhere at the defaulter's risk and any loss incurred will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby.

(c) In case where a successful tenderer, after having made partial supplies fails to fulfil 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 highest 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 Kerala Judicial Academy towards damages be recovered from the defaulting tenderer.

(d) Even in case 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.

(e) If the contractor fails to deliver all or any of the stores or perform the service within the time/period 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, up to 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.

- 12) 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 Kerala Judicial Academy and the contractor, the Kerala Judicial Academy 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 any be claimed. The same may also be deducted from any other sum which may be due at any time from the Government to the Contractor. In all cases where there are maintenance contract/guarantee/warranty for the goods supplied the security deposit will be released only after the expiry of the maintenance contract period/ guarantee/ warranty period.
- 13) (a) All payments to the contractor will be made by the Kerala Judicial Academy in the course:-
- (i) either by Department Cheques payable at the Kerala Government Treasuries or by cheques/Demand Drafts on the Reserve Bank of India/ State Bank of India/State Bank of Travancore ( at any of their Principal Branches in India) or by RTGS(Real Time Gross Settlement Scheme) Payment Scheme on specific request.
  - (ii) in the case of supplies from abroad by drafts as may be arranged between the contracting parties.
- (b) All incidental expenses incurred by the Government for making payments outside the District in which the claim arises shall be borne by the contractor.
- 14) The tenderers shall also quote the percentage of rebate (discount) offered by them in case the payment is made promptly within one month of taking delivery of stores.
- 15) Ordinarily payments will be made only after the supplies are actually verified and taken to stock, at concerned places. The firms will produce stamped pre-receipted invoices before the Director, Kerala Judicial Academy. The payments will be made on satisfactory supply of the 'KHC-Case Search Software' and on production of installation proof in the specified form from the judicial officers concerned along with the bill/invoice and on release of the amount from the treasury.
- 16) The selected tenderer shall deliver the C.D-ROM and install the above said items on the specified dates at places identified by the Director, Kerala Judicial Academy at own cost.

- 17) The contractors shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractors shall not under let or sublet to any person or persons or body or any part thereof without the consent in writing of the Director, Kerala Judicial Academy 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.
- 18) All expenses and damages caused to the 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 of Kerala.
- 19) In case any difference or disputes 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.
- 20) Any amount due and payable to the successful tenderers from the Kerala Judicial Academy shall be adjusted against any sum of money due to the Kerala Judicial Academy from him under any other contracts.
- 21) 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 or 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 or 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.
- 22) The tenderer shall undertake to supply materials according to the standard sample and/or specification.
- 23) No representation for enhancement of rates once accepted will be considered during the contract period. In the case of imported goods when the price accepted is the exact price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the Kerala Judicial Academy.
- 24) Telegraphic/e-mail tenders will not be considered.
- 25) Any attempt on the part of the tenderer or their agents to influence the Kerala Judicial Academy /Store Purchase Department in their favour by personal canvassing with the officers concerned will disqualify the tenders.

- 26) 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 or failure in half yearly updating.
- 27) The finalisation of tenders shall be made in accordance with the supply upon the rates quoted and according to the other formalities and performance. The Director, Kerala Judicial Academy will have all rights to reject any tender without giving any reason.
- 28) The tenderers have to quote the expiry of the maintenance contract period/ guarantee/ warranty period.
- 29) Special conditions, if any, of the tenderers, attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Director, Kerala Judicial Academy.
- 30) The tenderer should produce along with his tender a preliminary agreement executed and signed in Kerala Stamp paper worth Rs.100/-for the due fulfilment of the contract. A specimen form of the agreement is given as Annexe-B to this tender. The tenders without the agreement in stamped paper will be rejected outright.
- 31) The supply above items shall be made at the cost of the tenderer.
- 32) The tenderer will invariably furnish the following certificates with their bills for payment:
- “Certified that the goods on which the Value Added Tax /Sales Tax/Central Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the Value Added Tax Act/State Sales Tax Act or the Rules made thereunder and charges on account of Value Added Tax /Sales Tax/Central Sales Tax on these goods are correct under the provisions of the relevant act or the rules made thereunder Certified further that we (or our Branch or Agent)
- Address:
- are registered as dealers in the state.....  
under the Registration No.....  
for the purpose of Value Added Tax /Sales tax/ Central Sales Tax "
- 33) The quoted rates are subject to negotiation before finalisation.
- 34) All conditions laid in the Store purchase Manual and the Kerala Financial Code are applicable to this tender.

Director  
Kerala Judicial Academy



Copies to:

1. The Director of Public Relations, Thiruvananthapuram (5 copies).
2. The District Information Officer, Kanayannur Taluk Office, Ernakulam.
3. The Finance Officer, High Court.
4. The KJA 6 Seat, Kerala Judicial Academy.
5. Notice Board, Kerala Judicial Academy.
- ✓ 6. Websites, Kerala Judicial Academy & ✓ High Court of Kerala.
7. The Administrative Records, Kerala Judicial Academy (2 copies).

## WINDOW ADVERTISEMENT

Department : Kerala Judicial Academy,Kochi-682 031

Tender No. : KJA-083919/2011 Dated 17-07-2014

Office Address : The Director, Kerala Judicial Academy, Ernakulam - 682031.  
Supply of 436 nos. 'KHC-Case Search Software'

Purpose : with updating Contract for one year.

Last date and time  
for the sale of Tender  
forms : 16/08/2014,4.30 p.m.

Last date and time  
for receipt of tender  
forms : 16/09/2014, 4.30 p.m.

Tender opening date  
and time : 18/09/2014,2 p.m.

Earnest Money  
Deposit : 1 % of the amount quoted for 436 nos. of 'KHC-Case  
Search Software' by way of Demand Draft in favour of  
Director, Kerala Judicial Academy, Ernakulam -682031  
Rs.3468/- (Inclusive of VAT)

Cost of Tender Form :  
Rs.1734/- (Inclusive of VAT)

Cost of duplicate  
copy :



K.F.C.FORM  
FORM OF TENDER

No. KJA-083919/2011

From

To

The Director,  
Kerala Judicial Academy,  
Kochi-682 031, Ernakulam.

Sir,

I / we hereby tender to supply , under the annexed general conditions of the contract, the whole of the article referred to and described in the attached specification and schedule, as may be decided by the Kerala Judicial Academy, at the rates quoted against the item. The article will be delivered within the time and at the places specified in the schedule.

I/we am /are remitting /have remitted the required amount of Rs .....  
vide ..... as earnest money.

Yours faithfully,

(Signature)

Address:

Date:

**Annexe-A**

Schedule of Materials &  
Specification

‘KHC–Case Search Software’(working in Windows/ Linux/  
: Ubuntu) with updating contract for one year.

**Superscription : "Tender No. KJA-083919/2011 Dated 17-07-2014 of KJA"**

Last date and time for the sale of tender forms : 16/08/2014,4.30 p.m.

Last date and time for receipt of tender forms : 16/09/2014, at 4.30 p.m.

Date and time for opening tenders : 18/09/2014,2 p.m.

Price of tender form : Rs.3468/-

Price of Duplicate Copy : Rs.1734/-

Address of the officer from whom tender Forms are to be obtained and to whom tenders are to be sent : The Director,  
Kerala Judicial Academy  
Kochi-682 031  
Ernakulam.

**DECLARATION**

I/We ..... agree to undertake to supply the above said items as per the rates and conditions furnished above. I/We de hereby declare that I am not related to any government servant who is in charge/having control of this work.

Contractor

**TENDER SCHEDULE**

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Sl. No.	Specification	Quantity	Unit Price	Updating charge	Remarks
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Warranty/Guaranty Offered

Contractor

ANNEXE-B-

Articles of agreement executed on this the day of .....  
2014) between the Director, Kerala Judicial Academy, Kochi-682 031 (hereinafter referred to  
as the 'Kerala Judicial Academy) of the one part and  
Sri.....  
.....  
(Name and Address of the Tenderer) (hereinafter referred to as the bounder) 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 supply of 436 Nos. of 'KHC-Case Search Software'(working in Windows/  
Linux/Ubuntu) with updating contract for one year specified therein subject to the terms  
and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the 'Kerala Judicial Academy' a  
sum of Rs./- as earnest money for execution of an agreement undertaking the due fulfilment  
of the contract in case his tender is accepted by the 'Kerala Judicial Academy'.

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

In case the tender submitted by the bounden is accepted by the 'Kerala Judicial  
Academy' and the contract for the supply of 436 Nos. of 'KHC-Case Search Software'  
(working in Windows/ Linux/Ubuntu) awarded to the bounden, the bounden shall within 15  
days of acceptance of his tender execute an agreement with in the 'Kerala Judicial  
Academy' incorporating all the terms and conditions under which the 'Kerala Judicial  
Academy' accepts his tender.

2.In case the bounden fails to execute the agreement as aforesaid incorporating the terms  
and conditions governing the contract, the 'Kerala Judicial Academy' shall have power and  
authority to recover from the bounden any loss or damage caused to the 'Kerala Judicial  
Academy' by such breach as may be determined by the 'Kerala Judicial Academy'  
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 'Kerala Judicial Academy' 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 'Kerala Judicial Academy'  
may deem fit.

In witness whereof Sri .....  
(Name and designation) for and on behalf of the 'Kerala Judicial Academy' and  
Sri. ....

the bounden have hereinto set their hands the day and year shown against their respective  
signatures.

Signed by Sri ..... Date .....

In the presence of witnesses:

- 1.
- 2.