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25 JUN 2019



THE HIGH COURT OF KERALA

Ernakulam-682031
 Email: hsec.hc-ker@gov.in
 Phone: 04842562436
 Fax: 0484 2391720
 Date: 22-06-2019.

No: H7-53174/17

TENDER NOTICE

Limited tenders are invited for the supply of Office-cum-Computer-Table for the High Court of Kerala.

Description and specification.

Sl.No.	Item.	Total Requirement.
1	Computer table with vertical partitions on three sides to a height of 1 foot from table top, 1 draw unit, CPU provision and key board tray with foot rest, made of 18 mm particle board. Size-4.5 feet Length x 2.5 feet width x 3.5 feet Height.	20

Please refer picture of the office-cum-computer table attached along with the tender for details.

GENERAL CONDITIONS

- 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.
- Intending tenderers should send their tenders so as to reach the Registrar (Administration), on due date and time (noted below). No tender received after the specified date and time will be accepted on any account.
- (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 Rs. 1500/-, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs. 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 the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The Earnest Money of the unsuccessful tenderers will be returned 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 fulfillment of the contract.

(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.

(c)(i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing Earnest Money Deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing Earnest Money Deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing Earnest Money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and

Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

4. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
5. 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 High Court of Kerala or such action taken against him as High Court of Kerala think fit.
6. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
7. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark 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. High Court of Kerala 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.
8. The final acceptance of the tenders rests entirely with the High Court

of Kerala who do not bind themselves to accept the lowest tender. The High Court of Kerala will grant tender to a firm only after a thorough verification of the samples produced by the firm. Substandards items will be rejected forthright. Detail of warranty must be mentioned in the tender. Due weightage will be given to the quality of materials, warranty, after service etc. offered by the firm. Preference will be given to the firms having registered office at Ernakulam District. For enquires regarding tender, please contact H-Section, High Court-Phone No.04842562436

9. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
11. (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% 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, i.e 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 High Court of Kerala and contract arranged elsewhere at the defaulter's risk and any loss incurred by High Court of Kerala 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) In cases 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 or by negotiation or from the next higher tenderer who had offered to supply 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 tenderer.

(c) 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.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time 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% 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.

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 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 High Court of Kerala to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
13. All payments to the contractors will be made by the Purchasing Officer in due course.
14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days of taking delivery of stores.
15. Ordinarily payments will be made only after the supplies 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 High Court of Kerala. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms

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.

21. The tenderer shall undertake to supply materials according to the specifications.
22. (a) No representation for enhancement of rates once accepted will be considered.
However, in exceptional cases if High Court of Kerala is convinced of any compelling need for enhancement of rate, it may do so.
(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.
23. 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.
24. 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.
25. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the

list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

26. 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.
27. (a) The prices quoted should be inclusive of all taxes, duties cesses, 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. The contractor should supply and install the tables at any locations in the High Court as instructed by the concerned officials of the High Court, at their own cost.
(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.
28. The tenderer will invariably furnish the following certificate with their bills for payment:-
"Certified that the goods on which tax has been charged have not been exempted under the GST Act relating to sales or the Rules made thereunder and the charges on account of 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 of under Registration No. for purposes of tax."
29. 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.
30. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an

arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

31. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs. 200/- purchased in the Kerala State. A specimen form of agreement is also given in this Annexure. 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.

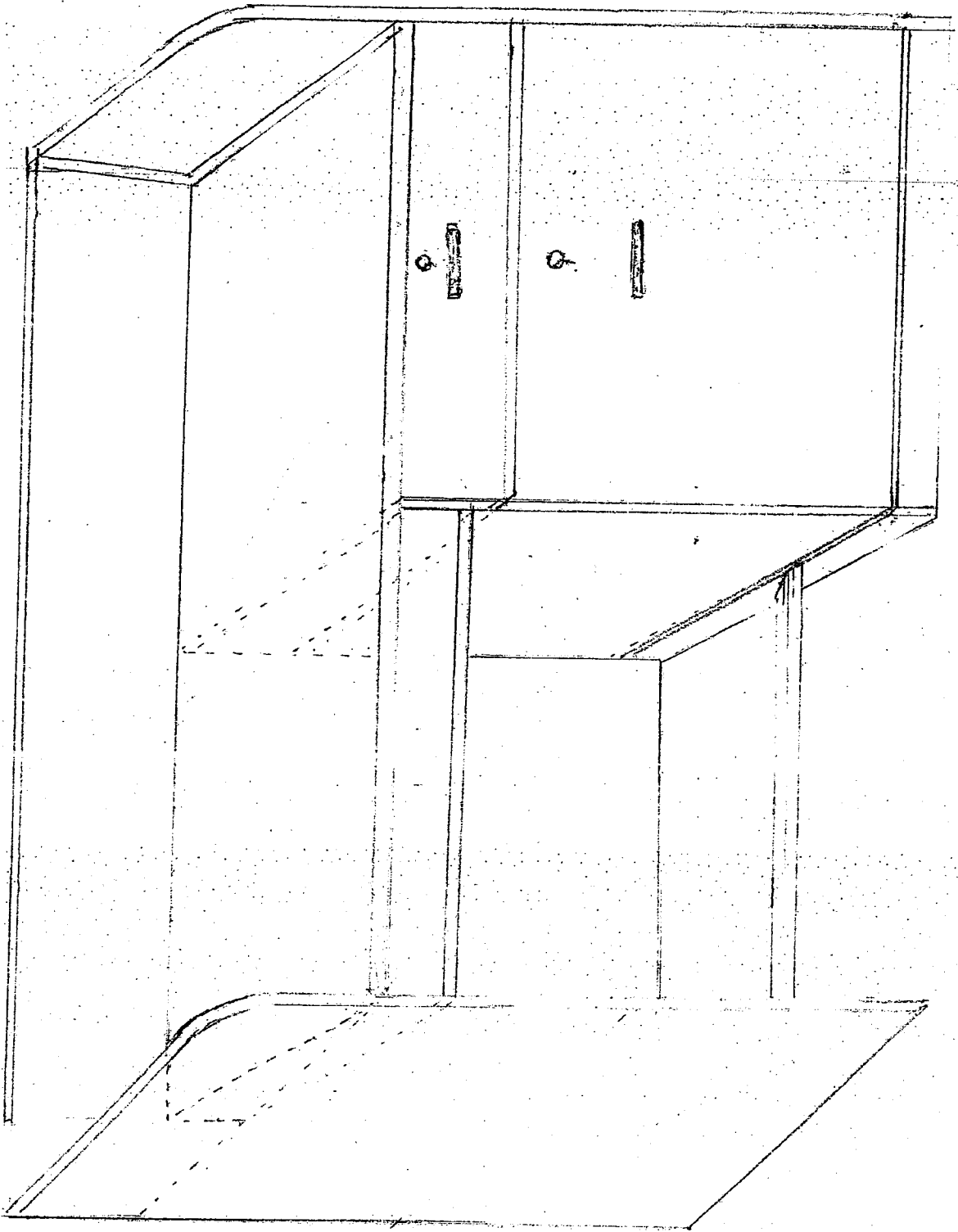
Superscription-Tender No- H7-53174/2018. Purchase of office-cum-computer tables for the High Court.	
Due date and time for receipt of tender	12-07-2019, 2 pm
Date and time for opening of tender	12-07-2019, 3 pm
Date up to which the rates are to remain firm for acceptance	6 months after the acceptance of tender
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:	Registrar (Administration), High Court of Kerala, Ernakulam-682017

High Court of Kerala
Ernakulam, 22-06-2019



K.K Mohandas
Registrar (Administration)





SCHEDULE OF MATERIALS

Sl.No.	Item.	Total Requirement.
1	Computer table with vertical partitions on three sides to a height of 1 foot from table top, 1 draw unit, CPU provision and key board tray with foot rest, made of 18 mm particle board. Size-4.5 feet Length x 2.5 feet width x 3.5 feet Height.	20

Specification- Colour- Dark shade, Foot Rest should be made of storg material preferably natural wood.

Period within which work should be completed: Within 30 days after the receipt of the work order.

PRELIMINARY AGREEMENT

Articles of agreement executed on this the day of between the High Court of Kerala (hereinafter referred to as "the High Court") of the one part and Shri..... (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 High Court a tender for the specification 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 Government.

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 and the contract for is awarded to the bounden, the bounden shall within 30 days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government 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 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.
3. 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 Shri..... (H.E. name and designation) for and on behalf of the High Court of Kerala and

Shri..... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date)

In the presence of witnesses:

1.
2.

Signed by Shri. (date) In the presence of witnesses:

1.
2.

Copy to,

1)KADCO, Central Regional Office, 44/1650-C1,
V Krishnamenon Road, Kaloor P.O, Ernakulam- 682017.

2)M/s SIDCO, SIDCO Sales Emporium, OS 27,
GCDA Complex, Marine Drive, Ernakulam-68203.

3)M/s.S.N Furniture & Industry, Kottappady,
Kothamangalam-686692.

4) M/s Chair Zone, F-3105, JNI Stadium,
Kaloor, Kochi-682017

✓5)IT Section, High Court

6)Notice Board, High Court.

7)File