

KERALA JUDICIAL ACADEMY

Kochi: 682 031

THE HIGH COURT OF KERALA

Dated: 30-11-2011

No. KJA-LIB-083919/2011

TENDER NOTICE

Sealed tenders are invited for the supply of 436 nos. of combined price packaged software DVD "AIR SC+HC+CRILJ "(of M/s AIR Infotech, Nagpur) working in Linex Platform containing Legal Data Base (1) AIR SC 1950-2010 (2) AIR HC 1950-2010 (3) CRI LJ 1950-2010 with annual updation contract as per specifications described in the schedule (Annexure A).

TERMS AND CONDITIONS

1) Tenders should be addressed to The Director, Kerala Judicial Academy, High Court of Kerala, 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 , High Court on payment in cash Rs.2100/-(*Two* Thousand and One Hundred Only) (inclusive of VAT)in the office of High Court. Duplicate copies of tender form will be issued for Rs.1050/-(Rupees One Thousand and Fifty 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 3 P.M. on 03/01/2012. Tenders should reach the Director on or before 04-01-2012 3. p.m. Tender forms are not transferable.

3. Intending tenderers should send their tenders so as to reach the, High Court on due date, within time. 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.

4. Every tenderer should send along with his tender, an earnest money 1 % of the amount quoted for 436 numbers of "DVD AIR SC+HC+CRILJ 2010". The amount may be paid by Demand Draft in favour of the Registrar General, High Court 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 04-01-2012 3. p. m. 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 the 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 laws. 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 High Court 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 supply the DVD's at High Court of Kerala, Cochin-31 within the period specified by the Director, Kerala Judicial Academy after verification of the sample. The DVD's shall be installed in the laptops both kept in the store, High Court and in the laptops of such Judicial officers in the State identified by the Director by visiting stations that will be prescribed and the updation of DVD shall be carried out in accordance with the directions that may be given from this office from time to time. No updation charge/price will be payable to the successful tenderer up to 31st December 2015. Every tenderer shall give the details of after-sale service, offered under the warranty period as well as the terms and conditions and other details for the continued updation of the DVD.

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. High Court 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 High Court 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.

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. 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 High Court, If the successful tenderers 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 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 High Court 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 High Court and the contractor, the High Court 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 guarantee/warranty for the goods supplied the security deposit will be released only after the expiry of the guarantee warranty period.

13.(a) All payments to the contractor will be made by the High Court of Kerala in the course:-

(i) either by Department Cheques payable at the Kerala Government Treasuries or by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).

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(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 out side 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 Registrar General, High Court of Kerala. The payments will be made on satisfactory supply of the DVD'S at the concerned places and on production of delivery and installation proof from the concerned Judicial Officers along with the bills/invoices and on release of the amount from the Treasury.

16. The selected tenderers shall deliver the above said items on the specified date at places identified by the Director, Kerala Judicial Academy at their 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 High Court by any breach of contract by the contractor shall be paid by the contractor to the High Court and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State of Kerala.

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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 High Court shall be adjusted against any sum of money due to the High Court 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 specifications.

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 ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the High Court.

24. Telegraphic/e..mail tenders will not be considered.

25. Any attempt on the part of the tenderer or their agents to influence the High Court/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.

27. The finalization of tenders shall be made in accordance with the supply upon the rates quoted and according to the other formalities and performance. The Registrar General will have all rights to reject any tender without giving any reasons.

28. The tenderers have to quote the expiry of the guarantee/ warranty period.

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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 Registrar General, High Court.

30. The Tenderer should produce along with his tender a preliminary agreement executed and signed in Kerala Stamp paper worth Rs.100/- .A specimen form of the agreement is given as Annexure B to this tender notice.

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 sales tax has been charged havenot been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made thereunder and charges on account of 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 sales tax. "

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33. The price quoted shall 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 cost of above items, transporting charges and all taxes.

34. The quoted rates are subject to negotiation before finalization.

35. All conditions laid in the Store purchase Manual and the Kerala Financial Code are applicable to this Tender.

Sd/-

Registrar General

Copy to

1. The Director of Public Relations, Thiruvananthapuram(5 copies).
2. The Public Relations Officer, High Court.
3. The District Information Officer, Kanayannur Taluk Office, Ernakulam.
4. The Finance Officer, High Court.
5. The Accountant, High Court.
6. The Section Officer ,Kerala Judicial Academy.
7. The Office Superintendent, Tapal Section, High Court.
8. Notice Board, High Court.
9. NIC Section, High Court to be published in websites of Kerala Judicial Academy & High Court of Kerala.

WINDOW ADVERTISEMENT

Department : Kerala Judicial Academy, High Court of Kerala,
Tender No. : KJA-LIB-0833919/11 dated 22-11-2011

Office Address : Director, Kerala Judicial Academy, High
Court of Kerala, Ernakulam -682031.

Purpose : Supply of 436 nos. DVD "AIR SC+HC+CRILJ"
(of M/s AIR Infotech, Nagpur) containing Legal Data Base
(1) AIR SC 1950-2010 (2) AIR HC 1950-2010
(3) CRI LJ 1950-2010 with annual updation
Contract.

Last date and time for
the sale of Tender forms 03/01/2012, 3 PM

Last date and time for
receipt of tender forms 04/01/2012, 2 PM

Tender opening date and time 04/01/2012, 3.00 PM

Earnest Money Deposit 1 % of the amount quoted for 436 nos. of
combined price packaged software DVD
'AIRSC+HC+CRILJ' (of M/s AIR
Infotech, Nagpur,) by way of Demand Draft
in favour of the Registrar General, High Court of
Kerala, Emakulam.

Cost of Tender Form :Rs. 2100/-(Inclusive of VAT)

Cost of duplicate copy :Rs. 1050/-(Inclusive of VAT)

Superscription - 'Tender No. KJA-LIB-0833919/11dated 23-11-2011'

Last date and time for
the sale of Tender forms 03/01/2012,3 PM

Last date and time for
receipt of tender forms 04/01/2012, 2 PM

Date and Time for opening Tender 04/01/2012 3.00 PM

Price of Tender Form Rs.2100/-

Price of Duplicate copy Rs.1050/-

Address of the Officer from whom
Tender forms are to be obtained and to
whom tenders are to be sent Kerala Judicial Academy,
High Court of Kerala,
Ernakulam.

Declaration

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

Contractor