



THE HIGH COURT OF KERALA

HCKL/5228/2024-KJA(1)

Kochi -682031
Date: 13-06-2024

NOTICE

Tender Number	HCKL/5228/2024-KJA(1)
Last date and time for receipt of tenders	2.00 p.m. on 26.06.2024
Date and time for opening of tenders	02.30 p.m. on 26.06.2024
Date up to which the rates are to be remain firm for acceptance	Twelve months
Designation and address of the officer to whom the tenders are to be addressed (Purchasing Officer)	The Director, Kerala Judicial Academy, High Court of Kerala, Athani -683585,
Superscription: <i>HCKL/5228/2024-KJA(1) dated 13.06.2024 - Tender for supply and serving of food and refreshments (Bed tea/coffee, breakfast, lunch, dinner and also tea & snacks in tea-breaks in the morning and evening) during training programmes in the Kerala Judicial Academy at Athani, Aluva for a period of one year</i> ”.	

Sealed tenders are invited for the supply and serving of food and refreshments (Bed tea/coffee, breakfast, lunch, dinner and also tea & snacks in tea-breaks in the morning and evening) during training programmes in the Kerala Judicial Academy at Athani, Aluva for a period of one year as per the schedule (**Annexure-A**).

The rate quoted shall be for supply and serving of food and refreshments (Bed tea/coffee, breakfast, lunch, dinner and also tea & snacks in tea-breaks in the morning and evening) during the training programmes of the Karala Judicial Academy and the rate shall be **inclusive of taxes, transportation and all service charges**.

The necessary superscription, last date and time for the receipt of tenders, the date up to which the rates will have to remain firm for acceptance, the name and address of the officer to whom the quotations is to be sent are noted above. Late tenders will not 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 next working day at the same time and place.

1. The tenderers shall submit tenders in their commercial letter paper. The rates quoted shall only be in Indian Currency. The tenders in any other currency will be rejected. The price quoted shall remain firm for a period of 12 months from

the date of opening of the Tenders. Tenders not stipulating the period of firmness and Tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

2. The tender shall be for the supply of whole items as per schedule (**Annexure-A**). The tender for part of items will not be accepted.
3. The tenderer shall specify the details of **Registration Number with the Food Safety and Standards Authority of India (FSSAI)**. Previous experience in the field, the details of kitchen facility and other details are also required.
4. The contract is for a period of one year which shall come into force from the date of entering into the contract. The scope of work is enclosed as **Annex-A**.
5. The rates for supply of each food item shall be shown both in figures and words.
6. The successful tenderer shall ensure himself and the Academy that the items to be supplied are hygienic, good in quality and of sufficient quantity
7. **(a)** Every tenderer who has not registered his name with the State Government (Stores Purchase Department), shall 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 ₹1,500/- (Rupees One Thousand and Five Hundred only)***, if the amount calculated at one per cent of the value of the articles tendered for falls below ₹1,500/-. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the purchasing Officer or by Demand Drafts (crossed) drawn in favour of the Registrar General, High Court of Kerala. 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 within a period of one month 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 fulfilment of the contract. “If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalisation of the contract, interest at the rate of interest paid for S.B. accounts by nationalised banks will be paid on the Earnest Money Deposit”.

(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 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 and 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 Appendix XVI 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 supply of raw materials or dietary articles or supply of stores on rate or running contract basis.

8. 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 Government or such action taken against him as the Kerala Judicial Academy thinks fit.
9. The final acceptance of the tenders rests entirely with the Academy who does not bind themselves to accept the lowest or any tender.
10. The successful tenderer shall have to execute an agreement within 15 days in prescribed format for the due fulfilment of the contract. The successful tenderer shall have to pay all stamp duty and other expenses incidental to the execution of the agreement.
11. The Academy shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.
12. In case any difference or dispute 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.
13. All expenses and damage caused to the Academy by any breach of contract by the contractor shall be paid by the contractor to the Academy and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
14. No representation for enhancement of price will be considered during the currency of the Contract.
15. Any attempt on the part of the tenderers or their agents to influence the officers concerned in the Academy will result in their disqualification.
16. The prices quoted should be inclusive of all taxes, duties, cess, etc., which are or may become payable by the contractor under the existing or future laws or rules of the country during the course of execution of the contract.
17. 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.
18. The general conditions/rules in K.F.C and Stores Purchase Manual and the relevant orders issued by the Government from time to time will be applicable to this quotation.
19. 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, 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 23 below.

20. **(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 fulfilment 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 7 supra 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 the Academy. 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) In case the successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the items 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 higher 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 Government towards damages be recovered from the defaulting tenderer

(c) Even in cases where no alternate purchases are arranged for the items not supplied, the proportionate portion of the security deposit based on the cost of the items 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 items 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 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, 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.

21. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiry of the contract, but in the event of any dispute arising between the Academy and the contractor, the Academy shall be entitled to deduct out of deposits of 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 Academy to the contractor. In all cases where there are guarantees for the goods supplied, the security deposit will be released only after the expiry of the guarantee period. If the Security Deposit is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by Nationalised Bank will be paid on the Security Deposit”.
- (a) “If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to the Academy shall be made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit.”
22. The 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 time.
23. The tenderer should send along with this tender an agreement executed and signed in Kerala Stamp Paper of value ₹200/- purchased in his or her name in the Kerala State. A specimen form of agreement is attached along with this notification. ***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.

Athani
13-06-2024

Sujith K N
DIRECTOR

ANNEXURE- A.

SCOPE OF WORK

Supply and serving of food and refreshments (Bed tea/coffee, breakfast, lunch, dinner and also tea & snacks in tea-breaks in the morning and evening) during training programmes in the Kerala Judicial Academy at Athani, Aluva for a period of one year subject to the conditions specified in this document:

Sl. No	Items of food	Scheduled Time	Rate per item (₹)
1	Bed Tea/Coffee: Branded Tea bags, coffee sachets and sugar packets	5.30 am to 7.00 a.m.	
2	Breakfast:	7.00 am to 8.45 am	
	<p>1. Dosa Counter, Masala dosa, Ghee Roast, Normal Dosa, Two types of Chutney & Sambar. Tea, Coffee (Must be supplied with sugar cubes in ceramic glass). Bread, Butter, Jam with Toaster.</p> <p>2. Appam (hot temperature) with Veg. stew & Egg Curry, Fruit juice in juice dispenser. Bread, Jam, butter with Toaster. Tea & Coffee</p> <p>3. Idli (hot temperature), Two types of Chutney & Sambar. Uzhunnu Vada (hot temperature), Bread, Jam, butter with Toaster. Tea & Coffee.</p> <p>4. Poori (hot temperature) with Subji, Boiled Egg; Bread, Jam, butter with Toaster. Fruits, Tea & Coffee</p> <p>5. Rice Puttu (hot temperature) Kadala Curry, Boiled Banana; Bread, Jam, butter with Toaster. Fresh Juice, Tea & Coffee</p> <p>6. Idiyappam (hot temperature) with Veg. curry & Egg curry. Cut fruits</p> <p>7. Upma with Green piece Curry, Boiled Banana. Bread, Jam, butter with Toaster. Tea & Coffee</p> <p style="text-align: center;">OR</p> <p>Poha with Veg. curry, Boiled Egg; Bread, Jam, butter with Toaster. Tea &</p>		

	Coffee		
3	LUNCH	12.45 p.m to 2.00 p.m.	
	<p>1. Kerala Rice, Sambar, Moru Curry, Rasam, Avial, Thoran Koottucurry, Fish Fry, Pappadam, Kondattam, Pickle, Payasam and Curd</p> <p>2.Kerala Rice, Sambar, Mango Curry, Rasam, Curd, Payar Upperi, Kalan, Masalacurry, Chicken Kondattam Pappadam, Pickle and Tender Coconut Pudding</p> <p>3.Veg. Biryani, Chicken Biryani, Boiled Egg, Veg Masala, Raita, Pickle, Ice cream (to be served in glass)</p> <p>4.Kerala Rice, White Rice, Paneer Butter Masala, Sambar, Moru Curry, Rasam, Curd, Podi Chemeen Roast, Payasam (To be served in Glass), Kodappan Thoran, Cheera+Parippu Curry</p> <p>5.Kerala Rice, Sambar, Mango Curry, Rasam, Curd, Egg Biryani, Mulakitta Fish Curry, Pavakka Curry, Masala Curry, Payasam, Pappadam & Kondattam</p> <p>6.Kerala Rice, White Rice, Paneer 65, Sambar, Moru Curry, Rasam, Curd, Aviyal, Carrott Cabbage Thoran, Pineapple Kichadi, Fish Fry, Payasam, Pappadam & Kondattam, Pickle</p> <p>7.Kerala Rice, Sambar, Moru Curry, Rasam, Curd, Chicken Roast, Koottukari, Achinga Thoran, Masala Curry.</p>		
4	DINNER	7.30 p.m to 9.00 p.m.	
	<p>1. Ghee rice, Chappathi (hot temperature), Chicken roast, Veg. Kuruma. Fruit Juice, Banana (Njalipoovan) ; Bread, Butter, Jam with Toaster.</p> <p>2.Mutter Pulavu, Gothambu Puttu (hot temperature), Paneer Butter Masala, Green Peas Curry, Boiled Egg, Cut Fruits</p> <p>3. Veg. Fried Rice, Dosa Counter,</p>		

	Chilly Chicken, Pickle, Fruit Juice; Bread, Jam, butter with Toaster. 4. Pathiri (hot temperature), Veg. Stew, Veg. Soup, Kappa, Fish Curry, Kanthari Chammanthi, Bread, Jam, butter with Toaster. Veg Salad 5. Paneer Pulav, Kanthari Chicken, Gobi-65 (hot temperature), Appam (hot temperature), Green Peas Curry, Cut Fruits; Bread, Jam, butter with Toaster. 6. Kanji, White Rice, Cherupayar, Kondattam, Pappadam, Thoran, Chilly Paneer, Cut Fruits; Bread, Jam, butter with Toaster. 7. Chicken Biryani, Veg. Biryani, Veg Masala, Boiled Banana, Ice Cream, Veg Salad.		
5	SNACKS	11.30 am and 3.30 pm	
1.	Tea & Coffee, Samosa (hot temperature)	Tea & Coffee, Veg. Roll	
2.	Tea & Coffee, Sugiyam (hot temperature)	Tea & Coffee, Cutlet	
3.	Tea & Coffee, Parippu Vada (hot temperature)	Tea & Coffee, Aval Vilayichathu	
4.	Tea & Coffee, Undampori (hot temperature)	Tea & Coffee, Puffs	
5.	Tea & Coffee, Kozhukatta (hot temperature)	Tea & Coffee, Pazham Puffs	
6.	Tea & Coffee, Ada (hot temperature)	Tea & Coffee, Veg. Sandwich	
7.	Tea & Coffee, Plum Cake	Tea & Coffee, French Fries	

Conditions

1. The contractor shall use the food articles of good quality in consultation with and to the satisfaction of Kerala Judicial Academy.
2. The Contractor shall ensure that the items to be supplied are of good quality and of sufficient quantity.

3. The cooking medium shall be branded coconut oil or refined oil only.
4. Porcelain/ ceramic/glass plates and cup shall be used for serving food and tea/ coffee. No paper/plastic plates/cups shall be used.
5. The food shall be served hot.
6. Number of paxs may vary from 5 to 100.
7. The Contractor shall ensure adequate number of experienced workers with all the required certificates mandated by the Government (Health Card etc..) for prompt and smooth serving of food.
8. The food shall be arranged in the dining hall of the Academy at least 15 minutes before the scheduled time and shall be served till the close of the scheduled time.
9. The Contractor shall also arrange chef and dish facility, seat covers, table cloths, towels and liquid soap.
10. Supply of food as above shall be on demand made from the Kerala Judicial Academy.
11. The contractor shall maintain Green Protocol. He shall collect and remove the waste materials and unused/ leftover food from the campus of the Academy on the very same day itself.
12. The Contractor shall also engage persons to maintain the dining area and kitchen of the Academy neat and clean.
13. The rate shall be inclusive of transportation charges, service charges and other charges. The prices quoted should be inclusive of all taxes, duties, cess, etc.
14. The Contractor shall supply other items such as tender coconuts, cashew nuts, dates, cookies/ biscuits, etc. demanded by the Academy which can be charged separately. He shall also supply foods items as ordered by the Academy for the resource persons on training days which also will be charged separately.
15. In case any doubt/complaints about the quality of food supplied arises, the Academy will forward the samples to the Government Lab for testing and the expenses thereof shall be borne by the Contractor.

Declaration

I / Weagree to undertake the supply of food items to the Kerala Judicial Academy for a period of one year as specified and described in the Annexure "A" given above 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.

Place :

Date :

CONTRACTOR (Signature)

AGREEMENT

Articles of agreement executed on this the day of
.....between the Director, Kerala Judicial Academy, High Court of
Kerala (hereinafter referred to as the Academy) of the one part and
Sri.....
.....(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 Kerala Judicial Academy, a tender for supply of articles
specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Academy a sum of ₹ .
..... as earnest money for execution of an agreement undertaking due fulfillment of
the contract in case his tender is accepted by the Academy; and

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

In case the tender submitted by the bounden is accepted by the Academy and
the contract for the for supplyspecified in the
tender therein awarded to the bounden, the bounden shall within 15 days of acceptance of
his tender execute an agreement with the Academy incorporating all the terms and
conditions under which the Academy accepts his tender.

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

2. All sums found due to the 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 Academy may deem fit.

In witness whereof the Director, Kerala Judicial Academy, for and on behalf of the Academy and Sri....., the Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri(name of the tenderer)
(date)

In the presence of witnesses:

- 1.
- 2.

Signed by the Director, Kerala Judicial Academy, High Court of Kerala

In the presence of witnesses:

- 1.
- 2.