

KERALA JUDICIAL ACADEMY HIGH COURT OF KERALA

Athani, Aluva-683585 Phone:0484 2476310 Email: kjakhc@gmail.com

No: HCKL/6545/2025-KJA(1) Date: 29-07-2025

TENDER NOTICE

Tender Number	HCKL/6545/2025-KJA(1)
Last date and time for receipt of tenders	02.00 p.m. on 12.08.2025
Date and time for opening of tenders	02.30 p.m. on 12.08.2025
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)	

Superscription: HCKL/6545/2025-KJA(1) dated. - "Tender for supply and serving of food and refreshments (Bed tea / coffee, breakfast, lunch, dinner and also tea / coffee & 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".

Sealed tenders are invited for the supply and serving of food and refreshments (Bed tea & coffee, breakfast, lunch, dinner and also tea & coffee and 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 (Annex-A).

The rate quoted shall be for supply and serving of food and refreshments (Bed tea & coffee, breakfast, lunch, dinner and also tea & coffee and snacks in teabreaks in the morning and evening) during the training programmes of the Kerala Judicial Academy and the rate shall be **inclusive of all 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 are 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 (Annex-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 etc. are also to be mentioned in the tender.
- 4. The contract is for a period of one year which shall come into force from the date of executing 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 finalised; 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 the Government or such action will be 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. Any additional taxes, duties, cess, or other levies, if applicable, and payable by the Contractor under existing or future laws or regulations during the execution of the contract shall be borne by the Contractor.
- 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 the Government and contract will be arranged elsewhere at the defaulter's risk and any loss incurred by the

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. Apart from that, if the contractor withdraws from the contract during the subsistence of the contract, the entire portion of the performance security deposited by him will be forfeited and any loss incurred to the Academy owing to the premature withdrawal, the contractor shall be liable to pay liquidated damages at the rate as fixed by the Academy.
- 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.
- 24. The tenders submitted by firms or caterers that have been blacklisted or held liable for any unlawful activities such as food adulteration, maintenance of unhygienic food preparation areas or the supply of substandard food items etc. by any Government Department or agency shall be liable for outright rejection.

Signed by Jeejo M A

Date: 29-07-2025 12:27:57 ASSISTANT REGISTRAR(HR.GR.)

ANNEXURE - A

SCOPE OF WORK

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

Sl.No	ITEMS OF FOOD	SCHEDULED TIME	
I.	BED TEA & COFFEE:	05:30 am to 07:00 a.m.	
1.	Branded & FSSAI licensed - Tea bags & Coffee sachets with sugar packets		
II.	BREAKFAST:	07:00 am to 8:45 am	
1.	Dosa Counter: Masala dosa, Ghee Roast, Normal Dosa, Two types of Chutney & Sambar. Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea & Coffee with Sugar packets		
2.	Appam with Veg. stew & Egg Curry Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea & Coffee with Sugar packets		
3.	Idli & Uzhunnu Vada with two types of Chutney & Sambar Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea & Coffee with Sugar packets		
4.	Poori with Subji & Boiled Egg Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea & Coffee with Sugar packets		
5.	Rice Puttu with Kadala / Cherupayar Curry, Pappadam& Boiled Banana Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea & Coffee with Sugar packets		
6.	Idiyappam with Veg. curry & Egg curry. Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea & Coffee with Sugar packets		
7.	Upma with Green peas Curry, Pappadan Branded & FSSAI licensed - Bread, Bu Coffee with Sugar packets		

	OR		
	Poha with Veg.curry & Boiled Egg		
	Branded & FSSAI licensed - Bread, Butter & Jam with Toaster and Tea &		
	Coffee with Sugar packets		
		d in a juice dispenser) or cut fruits	
	shall be provided with breakfa		
III.	LUNCH 12:45 p.m to 02:00 p.m		
1.	Kerala Rice, Sambar, Rasam, Avial,		
2	Pappadam, Kondattam, Pickle, Curd, Fish Fry & Payasam		
2.	Kerala Rice, Sambar, Rasam, Curd, Payar upperi, Kalan, Masala curry, Pulissery, Pappadam, Pickle, Chicken Kondattam & Tender Coconut Pudding		
3.	Veg. Biriyani & Chicken Biriyani, Boiled Egg, Veg Masala curry, Raita, Pappdam, Pickle & Ice cream		
4.	Kerala Rice, Sambar, Rasam, Kodappan Thoran, Cheera, Parippu Curry,		
	Podi Chemeen Roast, Pulissery, Curd, Pappdam & Payasam		
5.	Kerala Rice, Sambar, Rasam, , Pavakl Thoran, Pulissery, Curd, Pappadam, Ke	-	
6	Payasam, Variab Rica Sambar Rasam Erisaam (Carrett Cabbaga Thoran Dinganala	
6.	Kerala Rice, Sambar, Rasam, Erissery, C		
	Kichadi, Pulissery, Curd, Pappadam, Kondattam, Pickle, Chicken Roast Carrot Halwa		
7.	Kerala Rice, Sambar, Rasam, Achinga	a thoran Reetroot thoran Masala	
/.			
	Curry, Pulissery, Curd, Pickle, Pappadam, Pepper Chicken masala & Payasam		
		ruits shall be provided with lunch	
	each day.	mis small be provided with tunen	
IV.	DINNER	07:30 p.m to 09:00 p.m.	
1.	Ghee rice Chappathi & Raita		
	Chicken roast & Veg. Kuruma		
2.	Mutter Pulavu & Wheat Puttu		
	Paneer Butter Masala & Chicken perattu	I	
3.	Veg. Fried rice & Chappathi		
	Chilly Chicken & Chilly Gobi		
4.	Pathiri & Veg. Stew		
	Kappa, Fish curry & Kanthari Chamma	nthi,	
5.	Appam & Green Peas Curry		
	Paneer Pulay, Gobi dry & Kanthari Chie	cken curry	

6.	Kanji, Cherupayar thoran, Kondattam, Pappadam, Thoran		
	& Fish fry		
7.	7. Chicken Biriyani & Veg.Biriyani,		
	Veg Masala curry, Raita, & Pappdam		
	- One variety of Salad & Cut fruits shall be provided with dinner each day.		
V.			
	11:30 am	03:30 pm	
1.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	Samosa	Veg. Roll	
2.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	Sugiyan	Veg. Cutlet	
3.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	ParippuVada	Aval Vilayichathu	
4.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	Pazhampori	Veg. Puffs	
5.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	Kozhukatta	Pazham Puffs	
6.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	Ada	Veg. Sandwich	
7.	Tea & Coffee with Sugar packets	Tea & Coffee with Sugar packets	
	Plum Cake	French Fries	

Sl. No	ITEMS OF FOOD	RATE PER ITEM (₹)		
		Slab- I (2- 10)	Slab- II (11- 25)	Slab- III (Above 25)
1.	Bed Tea & Coffee:			
2.	Breakfast:			
3.	Lunch			
4.	Dinner			
5.	Tea & Coffee with Snacks (during morning and evening breaks)			
	TOTAL:			

CONDITIONS

Food articles:

- 1. The Contractor shall use food articles of good quality and maintain proper hygiene.
- 2. Vegetables and fruits shall be fresh and free from rot or over-ripeness. Milk and milk products shall be of good quality and must be prepared and served fresh
- 3. Non-vegetarian dishes shall be prepared using fresh and good quality eggs, chicken and fish, which shall be purchased from standard authorised shops. Premium varieties of fish, excluding sardine, mackerel and similar types, shall be used for the preparation of fish dishes.
- 4. The Contractor shall also ensure that all packaged food items shall carry the mandatory certifications from the Government.
- 5. The cooking medium shall be FSSAI certified coconut oil or refined sunflower oil only.
- 6. The selection of food articles shall be made in consultation with the Kerala Judicial Academy and to its satisfaction.

Quantity:

7. The Contractor shall ensure that all food items are supplied in sufficient quantities to meet the requirements of the Academy, considering that the number of persons to be served may vary from 2 to 100.

Serving Time:

8. The food shall be served within **two hours** of cooking and shall remain hot at the time of serving. It shall be arranged in the Academy's dining hall at least **15 minutes before** the scheduled serving time and shall continue to be served until the end of the scheduled time.

Additional Food items:

- 9. The Contractor shall supply additional food items such as tender coconuts, cashew nuts, dates, cookies, biscuits and similar items whenever ordered by the Academy, and these items shall be charged separately.
- 10. The Contractor shall also provide special food items of all cuisines including north Indian dishes on demand by the Academy, which shall likewise be charged separately.

Serving Staff:

- 11. The Contractor shall deploy an adequate number of experienced workers in the kitchen and dining area to ensure prompt and smooth serving of food.
- 12. The Contractor shall ensure that each workers holding all certificates mandated by the Government including Health Cards, and shall ensure that they wear uniforms along with necessary hygiene materials such as gloves, aprons and hairnets.

Hygiene of Kitchen & Dining area:

- 13. The Contractor shall ensure that the kitchen and dining area shall maintain in a neat and clean condition at all times.
- 14.All waste materials and unused or leftover food shall be collected and removed from the Academy campus on the same day at the cost of Contractor without fail.
- 15. The Contractor shall provide adequate crockery and kitchen utensils appropriate to the dishes served, as well as seat covers, tablecloths towels, and liquid soap of approved superior quality, and shall maintain proper hygiene of these items used in the kitchen and dining hall.

Green Protocol:

- 16. The Contractor shall strictly adhere to the Green Protocol. Only porcelain, ceramic or glass plates and cups shall be used for serving food and tea/coffee. Glass bowls shall be used for serving desserts and ice cream.
- 17. The use of paper or plastic plates and cups is strictly prohibited.

Inspection:

- 18. The Academy reserves the right to inspect the kitchen and premises of the prospective contractor before finalising the tender. The tender will be awarded only if the authorised inspection team finds the kitchen and premises satisfactory.
- 19. The Academy shall carry out periodic inspections of the contractor's kitchen and premises throughout the duration of the contract.
- 20. The authorised officers of the Academy shall have the right to inspect and check the food items at any time. If any food item is found to be below the required standards, it shall be immediately removed and replaced by the contractor at no extra cost.
- 21.In case of any doubts or complaints regarding the quality of food supplied, the Academy reserves the right to send food samples for testing to a Government-approved laboratory. All expenses related to such testing shall be borne by the contractor.

22. Failure to comply with hygiene and safety standards of foods during the contract period may result in warnings, imposition of penalties or termination of the contract depending on the severity of the violation.

Rate:

- 23. The quoted rate of the food shall be fixed and applicable for a period of 1 year. Three different rates are applicable as per the following slabs: **Slab I**: 2 to 10 persons, **Slab II**: 11 to 25 persons and **Slab III**: more than 25 persons.
- 24. The contractor shall quote separate rates for the same food items under each of these three slabs. The rates quoted by the Contractor shall be inclusive of all taxes, duties, cess, any other statutory levies, transportation charges, service charges and all other applicable charges.

Supply on demand:

25. The Contractor shall ensure the supply of the aforementioned food items at all times including on public holidays and during strikes, as and when required by the Kerala Judicial Academy.

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 'A	Annexure- A' given above as per the
rates and conditions furnished above. I / We do hereby d	declare that I am not related to any
Government servant who is in charge / having control of this v	work.

Place :
Date : CONTRACTOR (Signature)

AGREEMENT

Articles of agreement executed on this the day
ofbetween the Director, Kerala Judicial Academy,
High Court of Kerala (hereinafter referred to as the Academy) of the one part and
Sri(name
and address of the tenderer) (hereinafter referred to as "the bounden") of the other part.
WHEREAS in response to the Notification Nodated 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
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.