

KERALA STATE FILM DEVELOPMENT CORPORATION LTD
Chalachithra Kalabhavan
Vazhuthacaud
Thiruvananthapuram – 695 014

SHORT RE-TENDER NOTICE

No.236/T1/17/KSFDC/

Dated. 27.09. 2017

Sealed tenders are invited for collection of parking fee at Kairali/Sree Theatres Cherthala owned by the Corporation for a period of one year from the date of agreement.

The envelopes containing the tenders should bear the superscription “Tenders for Parking at Kairali/Sree Cherthala” and should be addressed to the Managing Director, KSFDC and sent to the Head Office of the KSFDC, Chalachithra Kalabhavan, Vazhuthacaud, Thiruvananthapuram-14. Intending tenderers may submit the tender with prescribed form which can be had from the Accounts Department, KSFDC, Vazhuthacaud, Trivandrum and office of Kairali/Sree Theatres, Cherthala, or downloaded from the KSFDC website. The cost of the tender form is Rs.1000/- plus GST . Last date for the sale of prescribed tender form is at 12.00 Noon on 19.10..2017. The last date for the receipt of tenders is at 3.00 pm. On 19.10.2017. The tenders will be opened at 4 pm on 19 .10.2017 in the presence of such of the tenderers or their authorized representatives who may be present at that time. For more details visit our website www.ksfdc.in

Managing Director

From

.....
.....
.....
.....

To

The Managing Director,
KSFDC Ltd.,
Chalachithra Kalabhavan,
Vazhuthacaud, Trivandrum – 695 014.

Sir,

I / We hereby submit my/our tender to Vehicle parking collection at Kairali/Sree Theatres Cherthala, owned by KSFDC for a period of one year under the annexed general conditions of contract with reference to the Notification No.236/T1/2017/KSFDC dated .09.2017.

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

Yours faithfully,

Signature :

Address :

.....
.....

Date :

Receipt No., Date & :
Amount of Tender Form :
(Receipt to be attached)

KERALA STATE FILM DEVELOPMENT CORPORATION LTD
Chalachithra Kalabhavan
Vazhuthacaud, Trivandrum – 695 014

TENDER FORM

1. Name of applicant :
2. Full postal address with Phone Numbers :
3. Permanent Address :
4. Theatre to which tender is submitted :
5. Item to which tender is submitted :
6. Amount of Earnest Money Deposited :
7. Details of EMD remitted :
8. Maximum amount offered (in figures and words)Plus GST :

I have carefully read the tender conditions and accept all the conditions mentioned therein.

Place:
Date:

Signature
(Name)

(Stamp Paper worth Rs.200/-)

FINAL AGREEMENT

Agreement executed on this the day of Two Thousand and seventeen between

.....
.....
(hereinafter called the Licensee) and Kerala State Film Development Corporation represented by its Managing Director (hereinafter called the Licensor) on the other part.

Whereas the Licensor has tendered for collection of parking fees as per tender notification No.236/T1/17/KSFDC published on 27 .09.2017 which tender notification shall form part of this agreement as if incorporation herein.

Whereas the Licensor is the owner ofTheatres situated at and whereas the Licensor is desirous of granting outright licence for collection of parking fees at the saidTheatre and whereas the Licensor after having considered the offer made by the Licensee has accepted the Licencee’s offer of Rs.....(Rupees.....) for collection of vehicle parking fees. Now this agreement witnesses and it is hereby agreed by and between the parties hereto as follows.

1. The Licensor hereby grant to the Licensee
..... outright licence for collection of parking fees from vehicles being parked in the compound of Theatre for a period of one year from
2. The Licensee has remitted full contract amount of Rs..... (.....) for collection of parking fees plus GST.
3. The Licensee had remitted Rs. being 5% of the licence amount as Security Deposit with the Licensor Rs..... (.....) for parking and the same will be refunded only after the expiry of the contract period after deducting dues, if any, to the Licensor, without interest.
4. The Licensee shall exhibit the rates of parking fees prominently at the parking space fixed for the vehicles. Any change in rates of fees should be with prior mutual agreement by the Licensor and Licensee.
5. The Licensee shall collect parking fees as per the following rates.

Cycle	2.00
Two wheeler	5.00
Three wheeler	7.00
Four wheeler	10.00

6. The Licensee shall keep the premises always clean.
7. The Licensee shall not keep any alcoholic drinks in the theatre premises .
8. The Licensee shall obtain proper licence from local authorities and remit necessary tax for parking, if necessary.
9. The Licensee shall not engage more than 3 employees for collection of parking fees. The names and addresses of the persons so employed by the Licensee should be furnished to the Theatre Manager, along with their photo ID cards.
10. The Licensee shall supply uniform to the employees appointed for collection of parking fees. Such employees should adhere to the rules and regulations of the Licensor when they are within the premises of the Licensor.
11. The Licensee is fully responsible for any damage/theft caused to the vehicles parked inside the Theatre compound.
12. Any dispute arising out of this agreement shall be settled by mutual discussion and if not resolved courts in Thiruvananthapuram shall have exclusive jurisdiction over the matters pertaining to the agreement in the first instance.
13. The tender conditions attached to the tender form and signed by the Licensee would also form a part of this agreement.
14. The Licensee agrees that all sum found due to the Licensor under or by virtue of these presents shall be recoverable from him and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in any other manner as the Licensor may deem fit. In deciding that sum of money is due to Licensor under or by virtue of this deed the Licensee agrees that the decision of the Licensor shall be final and conclusion and shall be binding on the Licensee.

In witness whereof the Licensee and Shri (name and designation) for and on behalf of the Licensor have hereunto set their hands.

Signed, sealed and delivered by
(Licensee)

In the presence of witness (1)

(2)

Signed, sealed and delivered by (name & designation) for
and on behalf of the Licensor

In the presence of witness (1)

(2)

(To be submitted with Tender)

(Stamp Paper worth Rs.200/-)

Preliminary Agreement

Articles of agreement executed on this theday of Two thousand seventeen BETWEEN Kerala State Film Development Corporation Ltd. (hereinafter referred to as the ‘Corporation’) 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.236/T1/17/KSFDC dt. 27.9.2017 the bounden has submitted to the Corporation a tender for the specified therein subject to the terms and conditions contained in the said tender;

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

Now THESE PRESENTS WITNESS and is hereby mutually agreed as follows.

- 1) In case the tender submitted by the bounden is accepted by the Corporation and the contract for collecting Parking fee is awarded to the bounden, the bounden shall within 7 days of acceptance of his tender execute an agreement with the Corporation incorporating all the terms and conditions under which the Corporation accepts his tender.
- 2) In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Corporation shall have power and authority to recover from the bounden any loss or damage caused to the Corporation by such breach as may be determined by the Corporation 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 Corporation 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 Corporation may deem fit.

In witnesses whereof Shri
(H.E. name and designation) for and on behalf of the Kerala State Film Development Corporation Ltd. and Shri

The 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.

General Conditions

Sealed tenders are invited for vehicle parking fee collection at Kairali/Sree Theatres Cherthala as specified in the schedule attached.

1. The tenders should be addressed to the Managing Director, KSFDC Ltd., and sent to the KSFDC, Chalachithra Kalabhavan, Vazhuthacaud, Thiruvananthapuram-14 in a sealed cover with the item of work and name of theatre duly superscribed on the cover.
2. Tenders should be submitted for Parking with the EMD shown in the tender schedule (Three percent of the amount offered).
3. If due to any reason the last date fixed for receipt and opening of tender becomes a holiday/hartal the next working day will be the last date of receipt and opening of tender.
4. The tender should be in the prescribed form which can be obtained from the Accounts Department of the Corporation at Chalachithra Kalabhavan, Vazhuthacaud, Trivandrum – 695 014 and the office of Kairali/Sree Theaters Cherthala, or down loaded from the KSFDC website. The cost of the tender form is Rs. 1000/- plus tax. The cost of tender form once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. For getting application by post, DD towards cost of tender form may be drawn in favour of Managing Director, KSFDC Ltd. payable at Trivandrum and a self addressed envelope with stamp affixed worth Rs.20/- may be sent. The Corporation will not be liable for postal delay.
5. Every tenderer should send along with his tender an earnest money of Three percent of the total amount offered (rounded to the nearest rupee). The amount may be paid by way of Demand Draft drawn in favour of KSFDC Ltd., payable at Trivandrum. The earnest money of the unsuccessful tenderer will be returned within a period of one month after the tenders are settled. The EMD of successful tenderers will be adjusted towards the security that will have to be deposited to the satisfactory fulfillment of the contract.
6. The successful tenderer should remit full tender amount offered within 7 days of receipt of communication plus GST.
7. In the event of failure to remit the full tender amount as specified above the offer will be cancelled and the EMD will be wholly forfeited.
8. The parking fee will be as shown below:-

Vehicle	Rate
Cycle	02.00
Two Wheeler	05.00
Three Wheeler	07.00
Four Wheeler	10.00

9. The tenders will be opened on the appointed day and time in the office at KSFDC, Chalachithra Kalabhavan, Vazhuthacaud, Thiruvananthapuram-14. in the presence of such of those tenderers or their nominees who may be present at that time.
10. If any tenderer withdraws from his tender the EMD deposited by him will be forfeited.
11. The final acceptance of the tenders rests entirely with the Corporation who do not bind itself to accept the highest or any tender. But the tenderers on their part should be prepared to carry out the tender as may be allotted to them.
12. Communications 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 license period. The tenderer shall have to pay all stamp duty, lawyer's charge and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail penalties.
13. 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 (five) percent of the amount offered as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with the tender as EMD. 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 Corporation and contract arranged elsewhere at the defaulters risk and any loss incurred by the Corporation on this account will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.
14. The security deposit shall, subject to the conditions specified therein be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Corporation and the Licensee the Corporation shall be entitled to deduct out of the deposit 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 the Corporation to the Contractor.
15. The Contractor shall not assign or make over the contract on the benefits or business thereof to any other person or body.
16. All expenses and damages caused to the Corporation by any breach of contract by the contractor shall be paid by the contractor to the Corporation, and may be recovered from him under the provisions of the Revenue Recovery Act on force in the State.
17. In case, any difference or dispute arises in connection with the contract all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Corporation situates.

18. Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by the Corporation for the payment of a sum of money arising out of or under any other contract made by the contractor with the Corporation or any other person authorized by the Corporation.
19. 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 of abode or address, 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 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.
20. Any attempt on the part of the tenderers or their agents to influence the Officers of the Corporation in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
21. 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 Corporation.
22. The tenderer should sent 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 given in annexure to this tender. Tenders without the agreement in stamp paper will be rejected out right. But in deserving cases, when agreement has not been received the Corporation may exercise its discretion and call upon such tenderer to execute the agreement within a period of tend days from the date of issue of such intimation, if the Corporation 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 date time limit will not be considered.
23. The Corporation shall have the right to cancel the tender proceedings without assigning any reason.
24. The decision of MD, KSFDC shall be final in case of any dispute arising out of tender proceedings.
25. No compensation or extension of contract period on event of non-screening days during the contract period is allowed.

KERALA DTATE FILM DEVELOPMENT CORPORATION LTD

VAZHUTHACAUD, THIRUVANANTHAPURAM – 695 014

Ph: 0471 2325325, 2321586, FAX: 0471 2320342,

email: ksfdc@asianetindia.com, web site: www.ksfdc.in

Tender No: 236/T1/17/KSFDC	Dated : 27 .09.17
Description of Tender :	Granting license for collecting parking fee at Kairali Sree theatres at Cherthala.
Earnest money deposit :	3 percent of the amount offered (in the form of DD in favour of M.D, KSFDC, Thiruvanaanthapuram)
Period of License:	One year from the date of agreement
Last date and time for sale of tender forms	12.00 Noon on 19 .10.2017
Last date and time of submission of tender :	3.00pm on 19.10.2017
Date and time of opening of tender :	4.00pm on 19.10.2017
Cost of tender documents :	Rs.1000/- + GST @18%)
Receipt of tender :	The Managing Director KSFDC, Vazhuthacaud, Thiruvanathapuram - 14
Issued to: E-mail: Ph:Mob:	Issued on: Receipt No:..... Dated:.....

For KSFDC Ltd

