

**KERALA STATE FILM DEVELOPMENT
CORPORATION LTD**
CHALACHITRA KALABHAVAN
VAZHUTHACAUD, THIRUVANANTHAPURAM 695 014

TENDER No: 236/T1/17/KSFDC dated: 27 .09.2017

**TENDER FOR GRANTING LICENSE FOR RUNNING CANTEEN
AT KAIRALI/SREE THEATER AT ALAPPUZHA AND
CHERTHALA FOR A PERIOD OF ONE YEAR.**

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..2017
Description of Tender :	Granting license for running Canteen at Kairali/Sree theatre at Alappuzha & Cherthala
Earnest money deposit :	3 percent of the amount offered (in the form of DD in favour of M.D, KSFDC, Thiruvananthapuram)
Period of License:	One year from the date of agreement
Last date and time for sale of tender forms	3.00 pm. on 19.10.2017
Last date and time of submission of tender :	3.00 pm. on 19.10.2017
Date and time of opening of tender :	3.30 pm on 19 .10.2017
Cost of tender documents :	Rs.2000/- + GST @18%)
Receipt of tender :	The Managing Director KSFDC, Vazhuthacaud, Thiruvanathapuram - 14
Issued to:	Issued on:
.....	Receipt No:..... Dated:.....
.....	
.....	
E-mail:	
Ph:Mob:	

For KSFDC Ltd

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1. TENDER FORM

The Managing Director
KSFDC Ltd
Chalachitra Kalabhavan
Vazhuthacaud, Thiruvananthapuram -14

Dear Sir,

Sub: Tender no. 236/T1/17/KSFDC dated 27.09. 2017 for the tender for running Canteen at Kairali/Sree theatre at Alappuzha and Cherthala for one year – submission reg.

With reference to the sealed separate tenders invited by you for the above proposed item, I/We write this after having:

- a) Examined the Notice inviting tender, General terms and conditions, formats of preliminary and final agreements.
- b) Visited the Theatre Complex and examined the locations of canteen counters proposed and its present conditions and
- c) Acquired the required information as affecting of this tender.

I/We undertake to run the Canteen of the Theatre complex as per the schedule from the date of issue of intimation by you that our offer has been accepted and upon received possession of Canteen space.

The EMD of Rs..... as DD No..... dated Drawn on deposited with KSFDC along with our tender documents which amount is not bear any interest should I/We fail to execute the contract when called up on to do so. I/We agree that this sum shall be forfeited by me/us to KSFDC; if I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to KSFDC, or if after the tender is accepted, I/We fail to execute the agreement as provided in the conditions, I/We agree that the Managing Director shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, and also so to recover from me the entire loss that may be caused to KSFDC by re-tender or re-arrangement of the contract of the canteen or otherwise under revenue recovery act or as otherwise as decided by KSFDC.

Best regards,

Signature:
Address:

Date:

.....
.....

2. NOTICE INVITING TENDERS

Kerala State Film Development Corporation propose to give licence for funning Canteen in Kairali/Sree theatre Alappuzha and Cherthala. The KSFDC is on the lookout for agencies in the filed of food industry/catering services that eligibility conditions are as under:

- The tenderer shall be an established hotelier/baker/restaurateur/caterer for the last 3 years. Documentary evidence to prove the same shall be enclosed.
- They shall have obtained necessary food safety certificates from the Authorities concerned and the evidence of the same shall be attached.
- At least one who is professionally qualified in catering shall be on the staffs who supervise the services. Documentary evidence shall be given.
- Those who have outstanding dues/arrears to the KSFDC as on the date of submission of tender or defaulters of the provisions of the agreements executed with the KSFDC previously or contractual agreements executed by the KSFDC with whom had been terminated prematurely are not eligible to participate in the tender proceedings.
- Details of existing/previous contractual agreements executed by the tenderer with the KSFDC, if any, shall be submitted along with the tender application.

Sealed tenders superscribing “TENDER FOR GRANTING LICENSE TO RUN CANTEEN AT Kairali/Sree theatre Alappuzha /Cherthala ” shall be addressed to the **Managing Director, Kerala State Film Development Corporation Ltd, Thiruvananthapuram -14**

Tenderers are strongly advised to go through all the documents in connection with this contract very carefully.

1. Sealed Separate Tenders should reach the office of the Managing Director, Kerala State Film Development Corporation Ltd, Thiruvananthapuram -14. on or before at 3.00 pm on 19.10.2017 Any tender received after the due date and time will be rejected. KSFDC will not take any responsibility for the loss or delay in receipt of tenders sent by mail.
2. Tenderers will deposit a sealed super scribed envelope containing:
 - Earnest Money Deposit as specified
 - Letter accompanying the tender with communication other than those stipulated in the tender.
 - Tender Book
 - **Demand draft for Rs.2000/- + GST @18%) as cost of tender form in case of the tender documents down loaded from the web site**
3. Tenders will be opened in the presence of contractors or their authorized representative who are present **at the office of the KSFDC on 19 .10.2017 at 3.30 pm** If due to any reason the last date fixed for receipt and opening of tender becomes a holiday/hurthal, the next working day will be the last date of receipt and opening of tender.
4. Subject to the owner’s (KSFDC) right to accept any tender, and to reject any or all tenders, the owner will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the **highest** evaluated Tender Price provided further that the tenderer has the capability and resource to carry out the contract effectively.

5. Tenders not properly filled, mutilated with incorrect calculations or not complying with the general conditions will be rejected.
6. The tenderer shall submit a copy of Electoral ID Card/Aadhar card along with the tender.
7. If the tender is made by an individual it shall be signed with his full name and complete address shall be given. If it is made by partnership firm it shall be signed with the co- partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall included a copy of the 'Power of Attorney' with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.
8. **Earnest Money Deposit (E.M.D)** in the form of crossed demand draft in favour of **M.D, KSFDC Ltd, Thiruvananthapuram** to be deposited along with the tender. EMD in any other form will not be accepted.

EMD of the unsuccessful tenderers will be refunded without any interest immediately on execution of agreement by the successful tenderer or on expiry of the firm period of the tender of 90 days from the date of submission of the tenders whichever is earlier. EMD will be forfeited;

 - i) If a bidder withdraws his bid during the period of validity specified
 - ii) If the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

EMD of the successful tenderer can be converted into security for the contract. If the contractor fails to execute the agreement after remitting the offered amount as specified, the security deposit shall be forfeited.
EMD/ security deposit will not bear any interest whatsoever.
9. 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 KSFDC and contract arranged elsewhere at the defaulters risk and any loss incurred by the KSFDC on this account will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.
10. 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 KSFDC and the contractor the KSFDC 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 KSFDC to the Contractor.

11. PERIOD OF VALIDITY.

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, the KSFDC has the liberty to forfeit the said Earnest Money Deposit.

12. INSPECTION OF SITE

Every tenderer is expected to inspect the each Theatre complex and acquaint himself with the locations of canteen counters ear marked, conditions, approaches, availability of water and electricity, show timings etc before quoting his offer. He must go through all the terms and conditions and other details in the tender documents. Any further clarifications in the canteen locations.

13. The acceptance of a tender shall rest with the authorized representative of the KSFDC who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reasons whatsoever.
14. The running of Canteen shall be carried out under the directions of the Manager/Owner at the Theatres. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the Canteen and would be responsible for taking instructions from the Manager/Owner.
15. The Manager's decision with regard to quality food items and workmanship will be final and binding. Any items rejected by the Manager shall be immediately removed by the contractor and replaced by materials as per the specifications and standards

SUBLETTING

16. No part of the contract shall be sublet without the written permission of the KSFDC nor shall transfers be made by Power of Attorney authorizing others to run the Canteen.
17. The contractor must co-operate and co-ordinate with other contractors involved in the function of Theatres.
18. **PERIOD OF CONTRACT FOR RUNNING CANTEEN**
The total license period for running Canteen will be One year. Commencement of the period shall be considered from the date of the agreement.
19. KSFDC will only provide specified area at two location one at ground floor and the other at Ist floor. No other space in the theatre shall be used for the canteen by the licensee. The tenderer has to make all the facilities like counter, tops sinks, storage facilities, furniture etc., wherever required the design of which shall be submitted along with the tender. The design shall be got approved by KSFDC before construction and suggestions of KSFDC to be incorporated.
20. The final acceptance of the tenders rests entirely with the KSFDC 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. The conclusion of tender will be based on (i) the compliance with eligibility conditions (ii) amount offered and (iii) submission of details as per the conditions.
21. 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 charger and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail penalties.

22. The successful tenderer should remit the full tender amount plus GST applicable rate offered **within 07 days** of receipt of communication to that effect, If the tenderer fails to remit the full tender amount within notice date KSFDC will be at liberty to cancel the tender and forfeiting the EMD . In that case KSFDC will have the right to invite and finalise fresh tender.
23. If failure to remit the full tender amount as specified above the offer will be cancelled and the EMD will be wholly forfeited, and loss if any sustained by KSFDC will be recovered from the tenderer through suitable means including RR proceeding.
24. 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.
25. 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.
26. The tenderer should sent along with his tender a preliminary agreement executed and signed in Kerala Stamp Paper of value Rs. 200/- purchased in the Kerala State. The tenderer shall also submit a copy of Electoral ID card / Adhar along with the tender. A specimen form of agreement is given in annexure to this tender. Tenders without the agreement in stamp paper will be rejected outright. 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 ten 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

This notice inviting tender will form part of the tender document and the agreement executed by the successful tendered.

I/We hereby declare that I/We have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Signature of the Tenderer

3. GENERAL TERMS AND CONDITIONS

1. 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 KSFDC and contract arranged elsewhere at the defaulters risk and any loss incurred by the KSFDC on this account will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.
2. 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 KSFDC and the Licensee the KSFDC 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 KSFDC to the Contractor.
3. The Licensee shall not assign or make over the contract on the benefits or business thereof to any other person or body.
4. All expenses and damages caused to the KSFDC by any breach of contract by the contractor shall be paid by the contractor to the KSFDC, and may be recovered from him under the provisions of the Revenue Recovery Act on force in the State.
5. (i) 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 KSFDC Head Office situates.
(ii).The KSFDC has the right to revoke the agreement if the service of the licensee is found to be unsatisfactory and damaging to the reputation of the theatres by giving one month's notice.
6. Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by the KSFDC for the payment of a sum of money arising out of or under any other contract made by the Contractor with the KSFDC or any other person authorized by the KSFDC.
7. 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 which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
8. KSFDC will only provide two locations at Kalabhavan theatre one at Gold circle and other at platinum circle. The tenderer has to make all the facilities like counter, tops

sinks, storage facilities, furniture etc., the design of which shall be submitted along with the tender. The design shall be got approved by KSFDC before construction and suggestions of KSFDC to be incorporated.

9. KSFDC will provide separate Electricity connection for the canteen and the licensee shall remit the Electricity charge to Theatre Manager. KSFDC will also allow one outlet for water connection for the use of canteen on monthly charge will be remitted to Theatre Manager by the 5th of every succeeding month.

10. SPECIAL CONDITIONS

Special conditions apply to the food/Snacks to be served and with the day to day functioning of the Canteen.

- i. Snacks/soft drinks supplied in the Canteen shall be of branded items only. Locally made and mixed drinks shall not be sold.
 - ii. The tenderer will be allowed to serve snacks and other approved food items. But as far as possible these have to prepare at outside facilities except for popcorn, tea and coffee. The tenderer shall give a list of item of snacks, food and soft drinks to be served at the Canteen with their brand details and suggested pricing.
 - iii. At the theatres the tenderer shall make available facilities for the clean storage of snacks and food items. Under no circumstances food items shall be kept open. Food and snacks shall be served in containers only with paper packing. Facilities/methods to be employed for these shall be described in detail.
 - iv. Proper cleaning methods shall be adopted to maintain utmost cleanliness and hygienic standards in the Canteen and its services. Efficient system of waste management shall be adopted. Tenderer may describe the method they adopt for maintaining hygienic standards and waste management. The successful tenderer has to make the arrangements accordingly.
 - v. Plastic cups and containers will not be allowed. Only paper cups and containers will be allowed.
11. Conditions not covered above, but covered in the final agreement the format of which is enclosed also will be treated as part of the special conditions.
 12. The KSFDC shall have the right to cancel the tender proceedings without assigning any reasons.
 13. The decision of MD, KSFDC shall be final incase of any dispute arising out of tender proceedings.
 14. No compensation or extension of contract period on event of non-screening days during the contract period is allowed.

I/We hereby declare that I/We have read and understood the terms and conditions mentioned above are binding on me/us.

Signature of the Tenderer

4. FORMAT FOR PRELIMINARY AGREEMENT

(To be submitted with Tender)

(Stamp Paper worth Rs.200/-)

Articles of agreement executed on this the day of
Two thousand seventeen BETWEEN Kerala State Film Development Corporation Ltd.
(hereinafter referred to as the 'Corporation/KSFDC') on the one part and .

.....
.....
(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 dated 27.09. 2017 the
bounden has submitted to the KSFDC a tender for granting the license to run Canteen at
Kairali/Sree theatre Alappuzha and Cherthala specified therein subject to the terms and
conditions contained in the said tender.

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

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

(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.

5. FORMAT FOR FINAL AGREEMENT

To be executed if awarded
(Stamp Paper worth Rs. 200/-)

FINAL AGREEMENT

Agreement executed on this theday 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 running the canteen as per tender notification No: 236/T1/17/KSFDC dated .09.2017 published on which tender notification shall form part of this agreement as if incorporation herein.

Whereas the Licensor is the owner of Kairali/Sree theatres at Alappuzha and Cherthala and whereas the Licensor is desirous of granting outright license for running Canteen at the said Kairali/Sree Theatre.

And whereas the Licensor after having considered the offer made by the Licensee has accepted the Licensee's offer of Rs..... (Rupees
.....) for Canteen. 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 license for running the Canteen in the Kairali/Sree theatres at Thrissur for a period of ONE year from
2. The Licensee has remitted as advance to the Licensor a sum of Rs.....
.....
.....
3. The Licensee had remitted Rs..... being 5% of the license amount as Security Deposit with the Licensor for canteen 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 food items supplied in the canteen. Any change in rates of food items should be with prior mutual agreement by the Licensor and Licensee.
5. The Licensee shall keep the premises always clean and adopt modern hygienic standards and employ suitable method for waste disposal.

6. The Licensee shall not keep or distribute any alcoholic drinks or other prohibited in the canteen. Locally made/ mixed drinks will not be sold by the licensee.
7. The Licensee shall not supply food items in plastic plates and cups prohibited by Government. Licensee may keep food items properly covered and will make available proper facilities for storage.
8. The Licensee shall obtain proper license from local authorities and remit necessary tax for running the canteen.
9. The Licensee shall pay the actual (meter bill) electricity bill and pay for the water consumed to the Theatre Manager by 5th of every succeeding month.
10. The Licensee shall not engage more than 10 employees for running the Canteen. 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 Licensee shall have at least one employee who is professionally qualified in catering.
11. The Licensee shall supply uniform to the employees appointed for running the food court. Such employees should adhere to the rules and regulations of the Licensor when they are within the premises of the Licensor. The staff to be engaged by the licensee shall always behave in a most customer friendly manner. If any complaint is received and found to be true with respect to any employee of food court, licensee shall remove him from the services upon instruction from licensor
12. The Licensee will be allotted space depending upon the availability at the theatres for the storage of items. The licensee shall remit @ Rs.100/- per sq. feet. per month towards rental for the same. Electricity & water charges will be extra.
13. The Licensor will permit the Licensee to install Bottle cooler, Popcorn machine and freezer.
14. The licensee at his own cost will make available the furniture for the canteen
15. The licensee shall serve the snacks, food items and beverage/soft drinks as per the list annexed
16. The Licensee is fully responsible for any damage caused to the property of the Theatre by his staff.
17. 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.
18. The tender conditions attached to the tender form and signed by the Licensee would also form a part of this agreement.
19. The Licensor shall permit 10 minutes interval during every show till the end of the lease period of the contract.

20. The Licensee agrees that all sums 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)

KERALA STATE FILM DEVELOPMENT CORPORATION LTD

Chalachitra Kalabhavan, Vazhuthacaud, Thiruvananthapuram 695 014

6. TENDER SCHEDULE

1.	Name of Tenderer: (in block letters)	
2.	Address in full a) Postal: Phone:.....Mobile:..... E-mail:.....	
3.	b) Permanent: Phone:.....Mobile:..... E-mail:.....	
4.	Theatre for tender is submitted		
5.	Details of EMD	Rs...../-by DD. No..... Dated..... drawn on.....	
6.	Max. Rate quoted in :	Figures : /-
		Words :
I / We have read the terms and conditions of the tender. I / We shall abide fully by the conditions prescribed. I / We enclosed a copy of the terms and conditions duly signed by me/us on all pages. I / We hereby solemnly declare that all the above information given by me/us true. Place: Date Signature of Tenderer			

