KERALA STATE FILM DEVELOPMENT CORPORATION LTD

Chalachitra kalabhavan

Vazhuthacaud

Trivandrum-695 014.

RE -TENDER NOTICE FOR GRANTING RIGHTS FOR

RUNNING CANTEEN

No: 431/T1/16/KSFDC Dated: 09 .09.2016

 Sealed tenders are invited for granting licence for running Canteen at Kairali/Sree Theatres at Alappuzha owned by the Corporation for a period of one year from the date of agreement, as per terms and conditions attached.

 Deepa D. Nair IFS

 Managing Director

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Tender Schedule

1) Name of item : Canteen at Kairali Sree Theatres Alappuzha

2) Cost of Tender Form : Rs. 2000/= + 5% VAT

3) The Last date for the sale of : 12 Noon on 30.09.2016

 Tender form

4) Last date of receipt of

 filled in Tender : 3 PM on 30.09.2016

5) Time of Opening Tender : 3.30 PM on 30.09.2016

6) E.M.D : 3 percent of the amount offered

7) Mode of remittance of : By Demand Draft drawn in favour of KSFDC EMD Ltd, payable at TVM.

8) Period of License : one year from the date of agreement.

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From

 ……………………………………..

 ……………………………………..

 ……………………………………..

 ………………………………………

To

 The Managing Director,

 KSFDC Ltd,

 Chalachithra Kalabhavan,

 Vazhuthacaud, Trivandrum-695014.

Madam,

 I/We hereby submit my/our tender to run the canteen at Kairali/Sree Theatres and Alappuzha, Thiruvananthapuram owned by KSFDC for a period of one year under the annexed general conditions of contract with reference to the Notification No. 431/T1/16/KSFDC dated 09.09.16.

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

 I/We agree to the terms and conditions of contract in full.

 Yours faithfully,

 Signature:

 Address : …………………………………

Date: …………………………………

 …………………………………

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

 KERALA STATE FILM DEVELOPMENT CORPORATION LTD

Chalachithra Kalabhavan

Vazhuthaaud, 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)

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

Place: Signature

Date : (Name)

Conditions

A. Eligibility to Tender

 Kerala State Film Development Corporation propose to hire out running canteen in its Kairali/Sree Theatres at Alappuzha. The Corporation is on the look out for agencies in the field of food industry / catering services who satisfy the eligibility conditions as under:

1. The tenderer shall be an established hotelier / baker / restaurateur/caterer for the last 3years. Documentary evidence to prove the same shall be enclosed.

2. They shall have obtained necessary food safety certificates from the authorities concerned and the evidence of the same shall be attached.

3. At least one who is professionally qualified in catering shall be on the staff who supervises the services. Documentary evidence shall be given.

4. They shall have their own kitchen and oven/baking facilities with modern standards for the preparation of food and snacks which comply with accepted hygienic standards. Details and photographs of the facilities shall be enclosed.

B. SPECIAL CONDITIONS

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

I. 1. Snacks/soft drinks supplied in the canteen shall be of branded items. Locally made and mixed drinks shall not be sold.

 2. The tenderer will be allowed to serve snacks and other food items. But as far as possible these have to prepared 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.

 3. 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.

 4. 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.

 5. KSFDC will only provide the area as per annexure for the canteen. 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.

6. Plastic cups and containers will not be allowed. Only paper cups and containers will be allowed.

II. 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.

C. General Conditions

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 superscribed with “TENDER FOR GRANTING LICENCE TO RUN CANTEEN”

2. The Tenders should be submitted for canteen at Kairali/Sree Alappuzha with the EMD shown in the tender schedule (3 percent of the amount offered).

3. If due to any reason the last date fixed for receipt and opening of tender becomes a holiday, or harthal 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 office of the Corporation at Chalachithra Kalabhavan, Vazhuthacaud, Trivandrum - 695 014 on payment of the price which is noted in the tender schedule. The cost of tender form once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. Alternatively the tenderer can down load the tender from our website www.ksfdc.in such cases the cost of tender from by way of DD shall be enclosed, favouring KSFDC Ltd, payable at Thiruvananthapuram, without which the tenders will be rejected.

5. Every tenderer should send along with his tender an earnest money of 3 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 fulfilment of the contract.

 6. **The successful tenderer should remit full of the tender amount offered within 7 days of receipt of communication to that effect, but before the date of commencement of the contract.**

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 tenders will be opened on the appointed day and time in the office at KSFDC, Chalachithra Kalabhavan, Vazhuthacaud, Thiruvananathapuram-14, in the presence of such of those tenderers or their nominees who may be present at that time.

 9. If any tenderer withdraws from his tender the EMD deposited by him will be forfeited.

10. 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. The conclusion of tender will be based on (i) the compliance with eligibility conditions. (ii) amount offered and (iii) submission of details as per B. special conditions I 1 to 5 and( iv) readiness and preparedness.

11. Communications 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 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.

12. 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 fulfilment 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.

13. 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.

14. The Licensee shall not assign or make over the contract on the benefits or business thereof to any other person or body.

15. 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.

16.(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 Corporation situates.

 (ii).The Corporation 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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. 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 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.

FORMAT FOR

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| --- |
| (To be submitted with Tender)(Stamp Paper worth Rs.200/) |

Preliminary Agreement

 Articles of agreement executed on this the ………………………………………….. day of ………………………………….Two thousand sixteen 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: 431/T1/16/KSFDC Dated 09.09.16 the bounden has submitted to the Corporation a tender for granting the rights to run canteen at Kairali/Sree Theatres, Alappuzha 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 Corporation and the contract for ………………………………………………………………………….. is awarded to the bounden, the bounden shall within …………………………. 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 cause 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 Ac 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. ……………………………………………………..

FORMAT FOR FINAL AGREEMENT

(Stamp Paper worth Rs. 200/=

FINAL AGREEMENT

 Agreement executed on this the …………………………………….day of Two Thousand and sixteen between ……………………………………………………………………..

……………………………………………………………………………………………………………………

(hereinafter called the Licnesee) 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:431/T1/16/KSFDC dated 09.09.16 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 situated at Alappuzha and whereas the Lincensor is desirous of granting outright licence for running canteen at the said ……………………….

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 licence for running the canteen in the compound of Kairali/Sree Theatres at Alappuzha for a period of One year from …………….

2. The Licensee has remitted full contract amount to the licensor a sum of Rs……………… …………………………………………………………………………………………

 3. The Licensee had remitted Rs……………………… being 5% of the licence 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 Lincesee.

 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 the licencee.

 7. The Licensee shall not supply food items in plastic plates and cups prohibited by Government. Licencee may keep food items properly covered and will make available proper facilities for storage.

 8. The Licensee shall obtain proper licence 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 7 employees for running the canteen. The names and addresses of the persons so employed by the Licensee should be furnished to the Theatre Manager. Licencee 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 canteen. 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 canteen, licensee shall remove him from the services upon instruction from licensor

12. The Licensee will be allotted space depending upon the availability of space at the respective theatres for the storage of item and for the accommodation of staff, the rental to be paid by tender for which will be fixed upon the identification of the space by KSFDC.

 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 Lincensee 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)