**KERALA STATE FILM DEVELOPMENT CORPORATION LTD**

**Chalachithra Kalabhavan**

**Vazhuthacaud**

**Thiruvananthapuram – 695 014**

**RE- TENDER NOTICE**

No.431/T1/16/KSFDC 14 .07.2016

Sealed tenders are invited for running Canteen at Chithranjali Theatre, North Paravur owned by the Corporation for a period of **one year** from the date of agreement.

 The envelopes containing the tenders should bear the superscription “Tender for Canteen” - North Paravur and should be addressed to the Managing Director, KSFDC and submit before the Manager, Chitranjali Theatre, N.Paravur. Intending tenderers may submit the tender in prescribed form which can be had from the Accounts Department KSFDC, Vazhuthacaud, Trivandrum-14 and from the office of Chithranjali Theatre North Paravur or downloaded from the KSFDC website. The cost of the tender form is Rs.1000/- + 5% VAT. The close of sale of prescribed tender form is at 12.00 Noon on 30/7/2016 The last date for the receipt of tenders is at 2.00 pm on 30.7.2016. The tenders will be opened at 3.00 pm on 30.07.2016 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 - 695014.

Madam

 I/We hereby submit my/ our tender to run the canteen at Chithranjali Theatre North Paravur owned by KSFDC for a period of one year under the annexed general conditions of contract with reference to the Notification No. 431/T1/2016/KSFDC dated ............................

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**

**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)

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

Place: Signature

Date: (Name)

**General Conditions**

1. The tenders should be addressed to the Managing Director, KSFDC Ltd., and sent to Chitranjali theatre, North Paravur in a sealed cover with the item of work and name of theatre duly superscripted on the cover.
2. **Those who have dues to the KSFDC are not eligible to participate in the tender**
3. If due to any reason the last date fixed for receipt and opening of tender becomes a holiday, 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 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. Tender from can be download from our website but in such cases the cost of tender form shall be enclosed by way of D.D.
5. Every tenderer should send along with his tender an earnest money of one 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 the full contract amount within within 07 days of receipt of communication to that effect and enter into an agreement with the corporation before the commencement of the contract.
7. In the event of failure to remit the full contract tender amount as specified above the offer will be cancelled and the EMD will be wholly forfeited and loss, if any, incurred by KSFDC will be recovered from the defaulter.
8. The tenders will be opened on the appointed day and time in the office of the undersigned 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 after opening the 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.
11. No request for extension of contract period from the Licensee will be entertained in the event of non-screening.
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 07 days on intimation of tender finalization the format of which is enclosed. 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 withhold the security deposit until such dispute is settled. The Corporation is also entitled to recover any loss incurred to the Corporation by way of damages, costs, charges etc. from any amount due to the contractor from the Corporation for their earlier assignment.
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 Head Office of 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. The Corporation reserves the right to revoke the agreement if the service rendered by the successful tenderer is found to be unsatisfactory and against the reputation of the theatres by giving one month's notice.

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| --- |
| **To be executed in stamp paper worth Rs.200/- and submitted with the tender** |

**Preliminary Agreement**

 Articles of agreement executed on this the ………………………………………………………………… 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 14/7/2016 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 canteen is awarded to the bounden, the bounden shall within seven 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. ……………………………………………….
3. **FORMAT FOR FINAL AGREEMENT**

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

**FINAL AGREEMENT**

Agreement executed on this the day of Two Thousand and sixteen 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: 431/T1/16/KSFDC. Dated 14.7.2016 published on ..….…………… which tender notification shall form part of this agreement as if incorporation herein.

Whereas the Licensor is the owner of Chitranjali Theatre North Paravur and whereas the Licensor is desirous of granting outright license for running Canteen at the said Chitranjali 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 Chitranjali Theatre at North Paravur for a period of ONE year from …………….

* 1. The Licensee has remitted as advance to the Licensor a sum of Rs……………… ……… …………………………………………………………………………………
	2. 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 05 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 the licensee or 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)