

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

TENDER REFERENCE No: 2392/T1/22/KSFDC Dated: 30.4.2022

**E-TENDER FOR GRANTING LICENSE FOR RUNNING CANTEEN IN
VARIOUS KSFDC THEATRES FOR A PERIOD OF ONE YEAR**

**KERALA STATE FILM DEVELOPMENT CORPORATION LTD
VAZHUTHACAUD, THIRUVANANTH/PURAM – 695 014**

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Tender No:2392/T1/22/KSFDC	Dated: 30/4/2022
Description of Tender	Granting license for running canteen in various KSFDC Theatres for a period of one year
Period of License	One year from the date of agreement
Date of Issue of Tender	30.04.2022
Bid submission end date	16.05.2022, 6.00 PM
Technical Bid Opening date	18.05.2022, 3.00 PM
Tender Processing Fee	Rs.2655/- (Including GST)
Earnest Money Deposit	Rs.20,000/-

Managing Director, KSFDC

I. NOTICE INVITING TENDERS

Kerala State Film Development Corporation (KSFDC) propose to give license for running Canteen in **KSFDC Theatres** at various units. The KSFDC is on the lookout for agencies in the field of food industry/catering services with below eligibilities. The rates shall be quoted for all units or individual units.

1. ELIGIBILITY

1. The tenderer shall be registered catering/food supply firm with five years of experience in the field
2. The tenderer shall have valid GST registration.
3. The tenderer shall have at least one employee per unit who is professionally qualified in catering.
4. 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 due to breach are not eligible to participate in the tender.

2. SUBMISSION OF PROPOSALS

- 2.1 The tender documents can be downloaded from the website www.etenders.kerala.gov.in.
- 2.2 Both technical and financial bids shall be submitted only through <https://etenders.kerala.gov.in> and in accordance to the instructions given in this tender document. For technical bid, the tenderer shall submit certificates to prove eligibility conditions. The financial bid offering the rates should be submitted in BOQ specific to the tender. The financial bids submitted in any other format will be treated as non-responsive and not be considered for evaluation.
- 2.3 Proposals must be direct, concise, and complete. KSFDC will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements as outlined in the tender document.
- 2.4 Tenders not properly filled, mutilated with incorrect calculations or not complying with the general conditions will be rejected.
- 2.5 Tenders received without e-mail address and contact number of the tenderer will not be considered.
- 2.6 Any attempt on the part of the tenderers or their agents to influence the Officers of the Corporation in their favor by personal canvassing with the Officers concerned will disqualify the tenderers.
- 2.7 Interested bidders are requested to clarify their doubts regarding tender and seek information on the assignment. KSFDC will discuss and review the queries and provide reply through the KSFDC website/through email.
- 2.8 If the tender is made by an individual, it shall be signed with his full name and complete address shall be given in Annexure 1 and submit a copy of Electoral ID

Card/Aadhaar card along with the tender. If it is made by partnership firm, tender documents 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, tender documents shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include 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.

2.9 The tenderer should submit along with his tender the scanned copy of 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-2 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 submit 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.

2.10 At any time prior to the deadline for submission of the tender, KSFDC may for any reason, modify the tender document. The amendment document shall be made applicable in e-tender site and such amendments shall be binding on all the bidders.

2.11 Bidders while participating in online tenders published in Government of Kerala's e-procurement website www.etenders.kerala.gov.in should pay applicable Tender Fee and Earnest Money Deposit (EMD) and should ensure the following:

- i. Payment through SBI MOPS is only allowed in the e-tender portal
- ii. The bidder has to remit Rs.2655/- (inclusive of 18% GST) as Tender Processing Fee.
- iii. An amount of 20,000/- has been fixed as EMD.
- iv. EMD of unsuccessful bidder will be discharged/ returned.
- v. The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the Performance Security Deposit.
- vi. No interest will be paid for the EMD submitted.

The EMD will be forfeited, if a tenderer;

- i. Misrepresents facts or submit fabricated / forged/ tampered/ altered / manipulated documents during verification of tender process.
- ii. Withdraws its bid after the opening of bid within the bid validity period.
- iii. A successful bidder, fails to sign the contract after issuance of Letter of acceptance.
- iv. Fails to furnish performance security after issuance of Letter of acceptance.

2.12 Every tenderer is expected to inspect 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.

3. OPENING AND EVALUATION OF PROPOSAL

- 3.1 Technical proposals will be opened online, by Managing Director, KSFDC or her authorized representative or by a committee constituted for this purpose, on **18.05.2022, 3.00 PM**
- 3.2 Financial bid will not be opened until technical evaluation has been completed, results approved and notified to all qualified bidders eligible for bid opening.
- 3.3 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** Tender Price for the respective unit provided further that the tenderer has the capability and resource to carry out the contract effectively.

4 ACCEPTANCE OF TENDER

- 4.1 **The offer of tenderers who has offered the highest tender price for each Theatre unit will be accepted for the respective units.**
- 4.2 **The successful tenderers should remit the full tender amount 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 finalize fresh tender.
- 4.3 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.
- 4.4 The successful tenderer shall obtain statutory license from concerned authority for running canteen at his own expense and responsibility.
- 4.5 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 2.5 percent of the amount offered as Performance Security Deposit for the satisfactory fulfillment of the contract. The EMD of successful tenderer may be adjusted towards the security deposit. 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 defaulter's 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.

- 4.6 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.
- 4.7 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 charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail penalties. A specimen form of agreement is given in annexure 3 to this tender.
- 4.8 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.

5. PERIOD OF VALIDITY

The tender shall remain valid for acceptance for a period of 90 days from the last 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.

6. RUNNING OF CANTEEN

- 6.1 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.
- 6.2 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
- 6.3 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.
- 6.4 The contractor must co-operate and co-ordinate with other contractors involved in the function of Theatres.
- 6.5 KSFDC will only provide specified area at the theatres listed in **Annexure 4**. 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.

7. PERIOD OF CONTRACT

7.1 The total license period for running Canteen will be one year, which may be extended based on performance, and requirement of KSFDC. The extension will be under the discretion of KSFDC. Commencement of the period shall be considered from the date of the agreement/Commencement of canteen.

This notice inviting tender will form part of the tender document.

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

II. 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 2.5 percent of the amount offered as security for the satisfactory fulfillment of the contract. 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/email 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 specified area at the theatres listed in **Annexure 4**. 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., 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. The licensee shall submit details of all electrical equipment wattage to be used for running canteen before executing agreement. The charges are to be assessed on the basis of an anticipated total wattages (kw) that shall be connected in the area earmarked for running canteen average working hours standard diversity of use and the ruling tariff rate of KSEB. The licensee shall have liberty to reassess the charges in the event of tariff revision or additional equipments used by the licensee. The licensee shall pay **Rs.1,00,000/- per location** in advance to the owner as miscellaneous charges per year towards use of other utility charges. The Licensee shall submit equipment details before executing final agreement. If the cost of power and water consumption exceeds the amount of advance received such amounts will be recovered from the security deposit paid and if the cost of consumption is lower than the cost received, balance amount will be refunded for the licensee.
10. The tenderer is liable to remove all his belonging from theatre premises within 3 days from the date of completion of contract period. Otherwise KSFDC will be at liberty to remove the belongings, and expenses met with will be recovered from Security Deposit or other earful means.
11. Special conditions apply to the food/Snacks to be served and with the day to day functioning of the Canteen are as below,
 - 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.
12. Conditions not covered above, but covered in the final agreement the format of which is enclosed also will be treated.
13. The KSFDC shall have the right to cancel the tender proceedings without assigning any reasons.
14. The decision of MD, KSFDC shall be final in case of any dispute arising out of tender proceedings.

15. 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

III. ANNEXURE 1: GENERAL INFORMATION ABOUT THE APPLICANT

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.	GST Number	
5.	PAN Number	
6.	Electoral ID/Aadhaar No.	
	<p>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.</p> <p>Place:</p> <p>Date</p> <p style="text-align: right;">Signature of Tenderer</p>	

IV. ANNEXURE 2: 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 twenty-two 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:2392/T1/22/KSFDC dated 30.04.2022 the
bounden has submitted to the KSFDC e- tender for granting license for running Canteen in
various **KSFDC Theatres for a period of one year’** subject to the terms and conditions
contained in the said tender.

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

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 shall remit full contract amount, security deposit, auxiliary charges and execute an
agreement with the KSFDC incorporating all the terms and conditions under which the
KSFDC accepts his tender.

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.

V. **ANNEXURE 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 twenty-two 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:2392/T1/22/KSFDC dated 30.04.2022 published on 30.04.2022 and the tender
notification shall form part of this agreement as if incorporation herein.

Whereas the Licensor is the owner of KSFDC Theatres at various units and whereas the
Licensor is desirous of granting outright license for running Canteen at the said Theatres.
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 Theatre owned by KSFDC
for a period of ONE year from
2. The Licensee has remitted license fee to the Licensor a sum of Rs.....
.....
3. The Licensee had remitted Rs..... being 2.5% 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. The Licensee has remitted Rs..... towards the
auxiliary/miscellaneous charge.
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 and scientific 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 not engage more than 03 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.**
10. 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.
11. 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.
12. The Licensor will permit the Licensee to install Bottle cooler, Popcorn machine and freezer.
13. The licensee at his own cost will make available the furniture for the canteen.
14. The Licensee is fully responsible for any damage caused to the property of the Theatre by him/his staff.
15. 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.
16. The tender conditions attached to the tender form and signed by the Licensee would also form a part of this agreement.
17. The Licensor shall permit 10 minutes' interval during every show till the end of the lease period of the contract.
18. The licensee has provided his email address to the licensor and communications sent to the e-mail address will be deemed as received by he licensee.
19. 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)

VI. ANNEXURE 4: LIST OF THEATRE UNITS

Sl No	NAME OF UNIT
1	Kairali/Sree Theatre, Chittoor
2	Lenin Cinemas, Thampanoor
3	Kairali/Sree Theatre, Alappuzha
4	Kalabhavan Theatre, Vazhuthacaud
5	Kairali/Sree Theatre, North Paravoor
6	Kairali/Sree Theatre, Kozhikkode