

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

TENDER REFERENCE No: 2393/T1/22/KSFDC Dated: 28.04.2022

**E-TENDER FOR GRANTING LICENCE FOR ON SCREEN
ADVERTISEMENT (SCREENING OF SHORT FILMS/SLIDES/STILL FILM
ETC.) 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: 2393/T1/22/KSFDC	Dated 28.04.2022
Description of Tender	E-Tender for Granting License on screen advertisement (screening of short films/slides/still film etc.) 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	28.04.2022
Bid submission end date	13.05.2022, 6.55 PM
Technical Bid Opening date	16.05.2022, 3.00 PM
Tender Processing Fee	Rs.2655/- (including GST)
Earnest Money Deposit	Rs.20,000/-

Managing Director, KSFDC

1. NOTICE INVITING TENDERS

Kerala State Film Development Corporation (KSFDC) propose to give on screen advertisement (screening of short films/slides/still film etc.) in various **KSFDC Theatres** for a period of 1 year. The KSFDC is on the lookout for agencies in the field of advertisement services with below eligibilities. The rates shall be quoted for all units or individual units.

1. ELIGIBILITY

- 1 Advertisement agencies with minimum 5 years of experience in the field need only apply.
- 2 The agency shall be capable of providing 4K digital advertisement content to KSFDC theatres.
- 3 Agencies shall have valid GST registration.
- 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 as per format enclosed. 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 favour 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 Rs.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.

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 **16.05.2022, 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 unit.**
- 4.2 **The successful tenderer 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/sensor certificate from concerned authority for exhibiting advertisements 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 to this tender.

4.8 Special conditions, if any, of the tenders 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. TERMS FOR EXHIBITING ADVERTISEMENT

The successful tenderer will be allowed to exhibit ad. films only in 4K resolution and slides up to a maximum duration of 20 minutes per show (10 minutes before commencement of the show and 10 minutes during interval) daily for 3 shows (Matinee, First show and Second show). 15 minutes playing time daily will be allowed for noon show (05 minutes before commencement of the show and 10 minutes during interval).

7. PERIOD OF CONTRACT

7.1 **The total license period for on screen advertisement (screening of short films/slides/still film etc.) will be one year, which may be extended based on performance, and requirement of KSFDC.** The extension will be under the sole discretion of KSFDC. Commencement of the period shall be considered from the date of the agreement.

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

2. 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, without written consent from KSFDC to do so.
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. Licensor will allow the Licensee **to exhibit ad. films only in 4K resolution and slides up to a maximum duration of 20 minutes per show (10 minutes before commencement of the show and 10 minutes during interval) daily for 3 shows (Matinee, First show and Second show). 15 minutes playing time daily will be**

allowed for noon show (05 minutes before commencement of the show and 10 minutes during interval).

- 9.** No request from the Licensee will be entertained in the event of non-screening of advertisement for reasons beyond the control of KSFDC.
- 10.** 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.
- 11.** The contractor must co-operate and co-ordinate with other contractors involved in the function of Theatres.
- 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.** Government/KSFDC advertisement shall be exhibited free of cost by the licencor on demand

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

3. 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 Signature of Tenderer</p>		

4. ANNEXURE 2 - FORMAT FOR PRELIMINARY AGREEMENT

FORMAT FOR PRELIMINARY AGREEMENT

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

Agreement

Articles of agreement executed on this theday of Two thousand and twenty-two 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. 2393/T1/22/KSFDC dated 28.04.2022** the bounden has submitted to the Corporation a tender for granting License for on screen advertisement at KSFDC Theatres at various units owned by the Corporation 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 is awarded to the bounden, the bounden shall within 07 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.

5. ANNEXURE 3 - FORMAT FOR FINAL AGREEMENT

To be executed if awarded (Stamp Paper worth Rs. 200/-)
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Agreement executed on this the day of Two Thousand and 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 granting on screen advertisement rights as per tender notification **No. 2393/T1/22/KSFDC dated 28.04.2022** published on which tender notification shall form part of this agreement as if incorporated herein.

Whereas the Licensor is the owner of KSFDC Theatres at various units and whereas the Licensor is desirous of granting outright licence for exhibition of slides and short Ad. films 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 exhibition of slides and short Ad. films by granting on screen advertisement rights. 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 exhibition of slides and short Ad. films at the Theatres for a period of one year from
2. The Licensee has remitted full contract amount to the Licensor a sum of Rs..... as advance.
3. The Licensee had remitted Rs. being 2.5% of the license amount as Security Deposit with the Licensor 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 will be allowed to exhibit ad. films only in 4K resolution and slides up to a maximum duration of 20 minutes per show (10 minutes before commencement of the show and 10 minutes during interval) daily for 3 shows (Matinee, First show and Second show). 15 minutes playing time daily will be allowed for noon show (05 minutes before commencement of the show and 10 minutes during interval).
5. The Licensee shall remit necessary tax as per rules to the local authority every month and produce receipt to the licensor.
6. 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.

7. The tender conditions attached to the tender form and signed by the Licensee would also form a part of this agreement.
8. The Licensee agrees that all sum found due to the Licensor under or by virtue of these presents shall be recoverable from him and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in any other manner as the Licensor may deem fit. In deciding that sum of money is due to Licensor under or by virtue of this deed the Licensee agrees that the decision of the Licensor shall be final and conclusion and shall be binding on the Licensee.

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

Signed, sealed and delivered by
(Licensee)

In the presence of witness (1)

(2)

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

In the presence of witness (1)

(2)

6. ANNEXURE 4 - LIST OF THEATRE UNITS

Sl No	NAME OF UNIT
1	Kairali/Sree Theatre, Thrissur
2	Kairali/Sree Theatre, Chittoor
3	Lenin Cinemas, Thampanoor
4	Kairali/Sree Theatre, Alappuzha
5	Kalabhavan Theatre, Vazhuthacaud
6	Kairali/Sree Theatre, North Paravoor
7	Kairali/Sree Theatre, Kozhikkode
8	Kairali/Sree/Nila Thiruvananthapuram
9	Kairali/Sree Theatre, Cherthala