

KERALA STATE FILM DEVELOPMENT CORPORATION LTD
Chalachithra Kalabhavan
Vazhuthacaud
Trivandrum – 695 014

TENDER NOTICE

No.236/T1/17/KSFDC

27.09.2017

Sealed separate tenders are invited for granting on screen advertisement (screening of short films/slides/still film etc.) license at Kairali/Sree Theatre, Alappuzha, Thrissur and Kozhikkode owned by the Corporation for a **period of one year from the date of agreement.**

Intending tenderers shall submit the tender in the prescribed form which can be had from this Office on payment of Rs.2,000/- plus 18% GST. Also, tender form can be downloaded from the website www.ksfdc.in but the cost of tender form shall be enclosed by way of DD payable to KSFDC Ltd. at Thiruvananthapuram, along with the tender.

The separate envelope containing the tenders should bear the superscription "Tenders for granting on screen ad. licence at Kairali/Sree theatre, Alappuzha / Thrissur/Kozhikkode" and should be addressed to the Managing Director, KSFDC. Last date for the sale of tender form is **3.00 pm on 19.10.17.** The last date for the receipt of tenders is at **on 2.00 pm. on 19.10.17.** The tenders will be opened at 3.30 pm on the same day in the presence of the tenderers or their representatives who are present.

**Deepa D. Nair IFS
Managing Director**

From

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.....
.....
.....

To

The Managing Director,
KSFDC Ltd.,
Chalachithra Kalabhavan,
Vazhuthacaud, Trivandrum – 695 014.

Sir,

I / We hereby submit my/our tender to exhibit slides and short Ad. films at Kairali/Sree Theatre Alappuzha / Thrissur/Kozhikkode owned by KSFDC for a period of one year under the annexed general conditions of contract with reference to the Notification No. 236/T1/17/KSFDC **dated 27 .09.17**

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

Yours faithfully,

Signature :

Address :

Seal with 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 for which tender is submitted :

5. Amount of Earnest Money Deposited :

6. Details of EMD remitted :

7. Maximum amount offered :
(in figures and words) Plus GST

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

Place:

Date:

Signature
(Name)

General Conditions

1. The tenders should be addressed to the Managing Director, KSFDC Ltd., Chalachithra Kalabhavan, Vazhuthacaud, Trivandrum – 695 014 in a sealed cover with name of theatre duly superscripted on the cover.
2. If due to any reason the last date fixed for receipt and opening of tender becomes a holiday the next normal working day will be the last date of receipt and opening of tender.
3. 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 form can be downloaded from our website but in such cases the cost of tender form shall be enclosed by way of D.D.
4. 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 deposit of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled. The EMD of successful tenderer will be adjusted towards the security deposit that will have to be deposited to the satisfactory fulfillment of the contract.
5. The successful tenderers should remit the full contract amount plus GST in the form of DD drawn in favour of KSFDC Ltd. payable at Trivandrum within 7 days of receipt of communication to that effect and enter into an agreement with the corporation before the commencement of the contract.
6. 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 and loss, if any, incurred by KSFDC will be recovered from the defaulter, under the provision of the Revenue Recovery Act in force in the state.
7. 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.
8. If any tenderer withdraws from his tender after opening the tender, the EMD deposited by him will be forfeited and such tender/tenders will be black listed.
9. 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 under the provision of the Revenue Recovery Act in force should be prepared to carry out the tender as may be allotted to them.

10. The Licensor will allow the Licensee to exhibit ad. films and slides upto a maximum duration of 20 minutes per show daily for 3 shows (10 minutes before commencement of the show and 10 minutes during interval). In addition, 15 minutes playing time daily will be allowed for noon show (05 minutes before commencement and 10 minutes during interval).
11. No request 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 the license period 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 by way of D.D. 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 under the provision of RR Act in force 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 withheld 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 without written consent from KSFDC.
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 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. The tenderer shall submit a copy of the Electoral ID card at the time of the agreement.
20. 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.
21. 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.
22. 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.
23. 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 and the EMD submitted will be forfeited without notice. 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.
24. The Corporation shall have the right to cancel the tender proceedings without assigning any reason.
26. The decision of MD, KSFDC shall be final in case of any dispute arising out of tender proceedings.
27. 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.

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 seventeen 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. 236/T1/17/KSFDC **dated 27.09.17** the bounden has submitted to the Corporation a tender for granting License for on screen advertisement at Kairali-Sree theatre Alappuzha / Thrissur/Kozhikkode 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 for is awarded to the bounden, the bounden shall within07 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.

FORMAT FOR FINAL AGREEMENT

Agreement executed on this the day of Two Thousand and Seventeen between
.....
(hereinafter called the Licensee) and Kerala State Film Development Corporation represented by its Managing Director (hereinafter called the Licenser) on the other part.

Whereas the Licenser has tendered for granting on screen advertisement rights as per tender notification No. 236/T1/17/KSFDC **dated 27 .09.17** published on which tender notification shall form part of this agreement as if incorporated herein.

Whereas the Licenser is the owner of Kairali/Sree theatre, Alappuzha / Thrissur/Kozhikkode and whereas the Licenser is desirous of granting outright licence for exhibition of slides and short Ad. films at the said Kairali/Sree theatre, Alappuzha / Thrissur/Kozhikkode and whereas the Licenser after having considered the offer made by the Licensee has accepted the Licencee'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 Licenser 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 plus GST to the Licenser a sum of Rs..... as advance.
3. The Licensee had remitted Rs. being 5% of the licence amount as Security Deposit with the Licenser and the same will be refunded only after the expiry of the contract period after deducting dues, if any, to the Licenser, without interest.
4. The licensee will be allowed playing time upto a maximum of 20 minutes per show daily for 3 shows at (10 minutes before commencement of the show and 10 minutes during interval). In additions fifteen minutes playing time daily will be allowed for the noon show(5 minutes of commencements 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 licenser.

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 Licenser 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 Licenser may deem fit. In deciding that sum of money is due to Licenser under or by virtue of this deed the Licensee agrees that the decision of the Licenser 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 Licenser 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 Licenser

In the presence of witness (1)

(2)

