

## SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY

**Notice No. 02/13-14/ Plg/ SJDA (2<sup>nd</sup> Call) dated 27.05.2013**

SJDA Invites application for expression of interest from financially sound experienced and bonafide agencies for operation & management of Auditorium and Art Gallery, Jalpaiguri for 10 years.

Main features of operation & management:


1. To show film and other cultural programmes on 25 (twenty-five) days (w.e.f. 1st till 25th ) a calendar month at the discretion of the agency. Programmes on rest of the days will be as per discretion of the SJDA.
2. To operate & maintain Art Gallery for exhibitions.
3. To commercially utilise, available space of VIP lounge and outer corridors, open areas for parking in consultation with SJDA.
4. Operation and management including security, payment of electricity bill, provision & operation of projector & generator as needed and maintenance of asset including garden and minor repairing will be the responsibility of the agency.
5. License will be issued to the selected agency for a period of 10 years.

Interested firms are requested to apply in prescribed proforma typed in its letter head with all particulars to the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, in following address. The application should accompany with valid credentials and documents in respect of the project. SJDA may call the responsive applicants to submit financial bid.

**Last Date of Application :** Before 3.00 P.M on 12.06. 2013 at SJDA office, Siliguri.

**Disclaimer :** SJDA reserves right to withdraw from whole process or any part thereof to accept or reject any or all officer at any stage of the process. No formal obligation shall accrue to SJDA or in such an event authority shall not be responsible for non-receipt of correspondence sent by post/e-mail/fax/courier.

**Contact Address :** Siliguri Jalpaiguri Development Authority, Tenzing Norgye Road, Central Bus Terminus, Pradhan Nagar, Siliguri-734003, Telephone Nos. 0353-2515647 / 2512922, Fax-2510056 during office hours.

  
Chief Executive Officer,

Siliguri Jalpaiguri Development Authority

To,  
The Chief Executive Officer,  
Siliguri Jalpaiguri Development Authority,  
Tenzing Norgey Road,  
P.O. Pradhan nagar,  
Siliguri-734003.

**Sub: Operation and Management of Auditorium-cum-Art Gallery, Jalpaiguri.**  
**Ref: Notice of SJDA Published in .....Newspaper on .....2013.**

Sir,

I/We am/are pleased to offer the Siliguri Jalpaiguri Development Authority (SJDA) the operation and management of Auditorium-cum-Art Gallery, Jalpaiguri on the following terms & conditions:-

1. I/We will look after the maintenance of the property which includes sweeping, cleaning, engagement of security guard, maintenance of garden and any other types of labour which will be required for this purpose. Any cost arising out of this will have to be borne by me/us.
2. I/We will be allowed to screen films and hold other cultural programmes on 25 days (w.e.f. 1<sup>st</sup> till 25<sup>th</sup>) in a month subject to getting the necessary permission from the competent authority. On rest of the days programmes will be arranged as per discretion of SJDA.

However, if there is no booking of programmes in the stipulated days reserved for SJDA, I/We may arrange programme on those days after getting necessary permission from the SJDA.

In case of any emergency SJDA may arrange programme on the stipulated days reserved for me/us. This will have to be intimated to me/us at least 24 hours in advance. However, I will not claim any financial loss for this.

3. I/We will bear all cost of operation and management including all kinds of required manpower for the Auditorium-cum-Art Gallery including the days when SJDA will arrange programme. All cost regarding operation and management including the electricity bill will be borne by me/us. Electricity charges for the days, when the auditorium is used by the SJDA will be borne by SJDA.
4. I/We will provide and operate generator, projector and other equipments as required for arrangement of a cultural programme, exhibition, film show etc. Maintenance and operating cost in respect of such equipments will be borne by me/us.

Rate of tickets, hall rent etc. for cinema shows/ cultural programmes will be mutually agreed between SJDA and me/us. A committee consisting of District Magistrate Jalpaiguri, Chief Executive Officer SJDA, DICO Jalpaiguri and me/us will finalise the mutually agreed rates.

5. I/We will maintain the Air Conditioning System, through the authorized dealer of 'CARRIER', and Fire Fighting equipments through an authorized agency at my/our own cost.
6. Collection amount accrued from the shows/programme arranged by SJDA will be credited to the account of SJDA in the manner as may be agreed.
7. I/We will undertake maintenance/repair for the entire license period. However, a monthly report will be sent by me/us to the SJDA about the condition of the building as also the repair work undertaken by me/us during that month.
8. All Govt. liabilities like amusement tax etc. arising out of screening of films and holding of cultural programmes during the days reserved for me/us shall be paid by me/us regularly and without fail and SJDA shall not have to bear any portion of such taxes etc.
9. I/We will take all reasonable steps to ensure the adequate safety of the auditorium and ensure that the seats, paintings, electrical fittings, sanitary fittings, furnitures, Audio visual and other equipments and items are not damaged and remain in proper places in the Complex. I/We will also arrange for a third party insurance of the building against fire etc.
10. The agreement can be terminated by me/us on giving a 3 (three) months notice and by SJDA by giving a notice of one month.
11. An agreement will have to be entered between SJDA and me/us if my/our offer is agreeable to the SJDA.

12. I/We may be allowed to operate and manage the Auditorium Art Gallery on the above conditions for 10 years initially. On successful completion of the term, the agreement may be renewed for a further term of 10 years. However, the SJDA is at liberty to modify any financial terms during that period as its direction.
13. The SJDA shall have right of entry and inspection of the entire Auditorium cum Art Gallery at any time during day and also at night and shall further be entitled to sudden check or inspection at any time. In the event of any breach of any of the terms and conditions the SJDA shall be serving a notice to me/us to call upon me/us to remedy the said breach within such period as the SJDA may deem fit and proper and upon failure on the part of me/us to remedy breach within the fixed time schedule., the SJDA shall be entitled to cancel the agreement and shall also be entitled to take possession of the entire Auditorium cum Art Gallery Complex without any further notice and without resource to any judicial proceedings and the I/We shall be liable to make over forthwith possession of the Auditorium cum Art Gallery Complex to the SJDA.
14. In the event of default in payment of fee or any other dues, the same will be recoverable from the I/We as a public demand as envisaged under the Public Demand Recovery Act.
15. I/We shall not act contrary to any of the terms and conditions as stated above.
16. I/We shall have sufficient financial solvency to run cinema shows and cultural programmes in Auditorium cum Art Gallery Complex.
17. I/We will not exhibit such cinema shows/ programmes function which are obscene in character and are of taste and may disturb public peace and tranquility.
18. I/We shall not make any addition and / or alteration to the existing structure of the complex in any manner whatsoever without express consent in writing of the SJDA.
19. The above terms and conditions may be altered by negotiation or other wise at the sole discretion of the SJDA.
20. Painting, sculpture, murals etc. already installed, will remain under control of SJDA. These paintings, sculpture murals etc will not be touched or removed by the me/us without the written consent of SJDA.
21. The entire operation and maintenance of the complex including Auditorium cum Art Gallery building along with the total cost of electrical charges for both the auditorium building, the service building as well as the peripheral garden and the existing area illumination would have to be borne by successful bidders.
22. I/We will not procure food, drinks etc. from outside. These will have to be purchased from the Cafeteria. No food or drinks will be allowed inside main Auditorium, the Art Gallery. I/We will run the cafeteria at my own cost till the time agreement is valid.
23. Main lobby area will be freely accessible to SJDA & will be open to public for a particular time.
24. No postering will be allowed inside the complex except at space specified by SJDA as mutually agreed.
25. No aesthetic change is allowed by the SJDA. I/We will not make any addition/alteration or modify any existing civil, architectural, electrical or fire fighting work. In case I/We desire(s) any modification I/We will submit relevant drawings, documents indicating the modification to SJDA for their approval.
26. For any kind of damages of the existing facilities including painting, sculptures, etc. cost of rectification and compensation to SJDA will be borne me/us. The bidder shall be responsible for smooth maintenance and shall ensure that complaint lodged by SJDA is attended and rectified immediately.
27. I/We shall be responsible for any accident of my/our staff and workers. The worker engaged will follow all security and safety rules. SJDA do not have to compensate me/us for such accident.
28. I/We shall also be responsible for any theft or missing of accessories etc. of the system under this contract.
29. I/We have visited the site before submitting this offer and made a visual inspection of the existing facilities and arrangement.

30. **Experience:**

My/our experience of executing similar type of work for an auditorium of capacity of 750 persons or above is detailed below / attached in separate sheet.

- a) List of halls currently operated, maintained or owned by me/us..
- b) List of equipment available to me/us.
- c) Existing tie-ups with film distributors, producers and theatres /musical groups.
- d) Experience in running of dance / cultural children festival.
- e) Experience in handling both national and international film festivals which is of importance.
- f) Any other experience of similar type.

31. **Financial Status:**

Balance Sheet, Income Tax and Sales Tax clearance certificates for last three years including Bankers Report and Registration with different authorities are enclosed. Regarding financial solvency, bank certificate, etc is enclosed submitted.

32. Organization details with list of Director and Biodata of Key Personnel etc. are enclosed.

33. I/We will make following payments to the SJDA through bank draft in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority, payable at Siliguri.

- a) Rs.5 lakhs (Five Lakh) as security deposit from receipt acceptance of this offer which shall have to be refunded to me/us within 3 months of the expiry of agreements.
- b) Rs.....(Rupees.....) as license fee for the 1<sup>st</sup> year, within 30 (thirty) days from date of start of operation.
- c) Rs.....(Rupees.....) as license fee for the 2<sup>nd</sup> year, within 13 (thirteen) days from date of start of operation.
- d) Rs.....(Rupees.....) as license fee for the 3<sup>rd</sup> year, within 25 (twenty five) days from date of start of operation.
- e) Rs.....(Rupees.....) as license fee for the 4<sup>th</sup> year, within 37 (thirty seven) days from date of start of operation.
- f) Rs.....(Rupees.....) as license fee for the 5<sup>th</sup> year, within 49 (forty nine) days from date of start of operation.
- g) Rs.....(Rupees.....) as license fee for the 6<sup>th</sup> year, within 61 (sixty one) days from date of start of operation.
- h) Rs.....(Rupees.....) as license fee for the 7<sup>th</sup> year, within 73 (seventy three) days from date of start of operation.
- i) Rs.....(Rupees.....) as license fee for the 8<sup>th</sup> year, within 85 (eighty five) days from date of start of operation.
- j) Rs.....(Rupees.....) as license fee for the 9<sup>th</sup> year, within 97 (ninety seven) days from date of start of operation.
- k) Rs.....(Rupees.....) as license fee for the 10<sup>th</sup> year, within 109 (one hundred nine) days from date of start of operation.
- l) All the payments mentioned in paras a), to k) above are over above the costs, fees, taxes etc. for the operation and management.

Yours faithfully,

.....  
(Name of the person/agency and address with seal)