**VYTTILA MOBILITY HUB SOCIETY**

**TENDER FOR SHOP FOR TRADING PURPOSES ON LICENSE**

**AT BUS TERMINAL IN VYTTILA MOBILITY HUB**

**Tender No. VMHS/A1/91/2017**

**TECHNICAL BID**

**Vyttila Mobility Hub Society,**

**Sreevalsam, 2nd floor,**

**RSAC road,**

**Vyttila.- 682019.**

**Phone: 0484-2306511**

**www.vyttilamobilityhub.com**

**email:vyttilamobilityhubsociety@gmail.com**

**ISSUE OF TENDER OF DOCUMENT**

Tender Doc. No. VMHS/A1/91/2017

This tender document set containing 24 number of pages as shown in content sheet is issued to:

Bidder’s Name : …………………………………………………………………...

Bidder’s Address : …………………………………………………………………...

 …………………………………………………………………...

 …………………………………………………………………...

Telephone Number : …………………………………………………………………...

E mail ID : …………………………………………………………………...

Fee for this tender document is Rs.500/- + VAT 5% (Rupees Five Hundred only + VAT 5%)

Sale of this tender document is against Cash

 Official receipt No……………………………………… dated……………….

Issued by : Managing Director

 Vyttila Mobility Hub Society,

 RSAC Road, Vyttila P.O, Kochi-682019.

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**BID SYNOPSIS**

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Tender No. | : | VMHS/A1/91/2017 |
| 2 | Name and address of employer | : | Managing Director, Vyttila Mobility Hub Society, Vyttila |
| 3 | Name of service | : | Shop for trading purpose on License at Bus Terminal in Vyttila Mobility Hub |
| 4 | Place of Service | : | Bay no. 8 in the Bus Terminal at Vyttila Mobility Hub in Vyttila, Ernakulam District |
| 5 | Scope of Service | : | Trading purposes other than those excluded in the tender document ( page 6) at Bus Terminal in Vyttila Mobility Hub in the manner acceptable to the Vyttila Mobility Hub Society. |
| 6 | Period of Service | : | 3 years |
| 7 | Cost of Tender document | : | Rs.500/- + 5% VAT |
| 8 | Date of issue of tender documents | : | From 24.05.2017 to 13.06.2017 on all working days during working hours between 10.00 am to 4.00 pm |
| 9 | Pre bid meeting | : | N.A. |
| 10 | Tender document issuing authority | : | Managing Director, Vyttila Mobility Hub Society (VMHS), RSAC Road, Vyttila.P.O, Kochi. Pin-682019 |
| 11 | Last date of receipt of tender | : | 14.06.2017 on or before 3.00 pm and opening will be on the same day at 3.30 pm. |
| 12 | Place of submission of tender | : | At the office of Vyttila Mobility Hub Society, RSAC road, Vyttila.P.O, Pin-682019. |
| 13 | Tender receiving authority | : | Managing Director, Vyttila Mobility Hub Society, RSAC road, Vyttila.P.O Pin-682019. |
| 14 | Mode of submission of Tender |  | By Indian Govt. Speed post or Registered post( Submission of Tender through courier or direct will not be accepted) |
| 14(a) | Earnest money deposit | : | Rs.3,000/- in the form of Crossed Demand Draft from a Scheduled/Nationalized Bank in favour of “Managing Director, Vyttila Mobility Hub Society” payable at Ernakulam. |
| 15 | Validity period of tender | : | 120 days from the date of opening of the bid. |
| 16 | Security Deposit | : |  6 times the monthly quoted licence fee inclusive of EMD in the form of Crossed Demand Draft from a Scheduled/Nationalized Bank in favor of Managing Director, Vyttla Mobility Hub Society, Vyttila. |
| 17 | Mobilization period | : | 2 weeks from date of Letter of acceptance of Bid |
| 18 | Base Rate: Monthly licence fee | : | Rs. 15,000/- + applicable tax |
|  19 | Amount to be quoted | : | Monthly license fee. The built up area will be allotted to the bidder, who quotes the highest monthly license fee. |

**NOTICE INVITING TENDER**

1. **Introduction**

 Bus Terminal at Vyttila is located in about 25 Acres of land at Vyttila, Kochi is part of the proposed Vyttila Mobility Hub. The terminal has earmarked a kiosk for operating the shop for the intended purposes as indicated in this document.

2. **Scope of Work**

 1. To furnish the kiosk for trading purpose.

 2. To run the Kiosk for trading purposes, excluding the items specified in clause 3.

 3. To avail separate utility connection from various agencies.

 4. To make timely payments to VMHS.

 5. Adhere to all statutory norms.

3. **Notice Inviting Tender**

 Managing Director, Vyttila Mobility Hub Society invites tenders from reputed, financially sound, resourceful and experienced agencies/parties for trading purpose in the KIOSK in the Bus Terminal at Vyttila **excluding** **sale of served / packed food items, tea/coffee/beverages, tender coconut juice, office stationary, books, magazines, newspapers, lottery tickets, Mobile Recharge coupons and MILMA products.**

 The Prequalification criteria for the bid are as follows. Bidder shall submit documentary evidence to prove their prequalification.

***Pre-qualification criteria*:**

 1) The Bidder should have been in the business field for not less than two years prior to the date of this tender. (Self attested copies of D&O License and VAT registration to be furnished along with the tender)

 2) The Bidder should not have any criminal cases registered in their name. An affidavit shall be submitted by the Bidder in this regard.

 3) The annual income of the Bidder during the Financial Year 2015-16 should not be less than Rs. 5 lakhs. The Bidder should be a profit making concern. Self attested copy of Income Tax return for the financial year 2015-16 as proof of income shall be submitted along with tender.

4. **Other Conditions**

 a. The Bidder’s firm / company should have valid PAN.

 b. The Bidder whose services/contract prematurely terminated or black listed by Govt. Organization/PSU will not be considered.

 c. Joint bidding/Consortium based offers will not be accepted.

 The Managing Director, VMHS reserves the right to reject the request from any applicant for issue of tender without assigning any reason.

 The tender shall be submitted along with Earnest Money Deposit of Rs. 3,000/- in the form of Crossed Demand Draft from a Scheduled/Nationalized Bank in favour of Managing Director, Vyttila Mobility Hub Society payable at Ernakulam. Tenders without the EMD will be summarily rejected.

 Tender forms in the prescribed format will be available from the Office of Vyttila Mobility Hub Society, “Sreevalsam”, RSAC Road, Vyttila.P.O – 682019 on all working day from 24.05.2017 to 13.06.2017 between 10.00 am to 4.00 pm. The completed tender documents shall be submitted to the office of the Vyttila Mobility Hub Society before 3.00 pm on 14.06.2017 and the opening will be on the same day at 3.30 pm.

 Those Bidders meeting prequalification criteria and quoting the highest licence fee shall remit the Security deposit and enter into an agreement with VMHS in the prescribed format for running the kiosk.

 VMHS reserves the right to reject any or all applications without assigning any reason.

 Managing Director, VMHS

**General Instructions to Bidders**

1.0 **Address to which the tender is to be submitted**.

Managing Director,

Vyttila Mobility Hub Society,

 “Sreevalsam”,

 RSAC Road,

 Vyttila – 682 019.

2.0 **Last date and time of receipt of tenders**.

 Upto 3.00 pm on 14.06.2017

3.0 **Submission of Tender**.

3.1 Technical bid and financial bids shall be submitted in separate sealed covers with writing “Technical Bid” and “Financial Bid” respectively and both these covers shall be inserted in a cover superscribed as "Offer for Shop for trading purpose on License at Bus Terminal in Vyttila Mobility Hub" and addressed to Vyttila Mobility Hub Society, “Sreevalsam”, 2nd floor, RSAC Road, Opp. Mobility Hub, Kaniyampuzha Road, Vyttila -682019 by Indian Speed Post / Registered post. Tender will not be accepted directly or through courier service. The VMHS will not be responsible for any delay in receiving the tender document.

3.2 Tenders, as submitted, shall consist of the following:

 i. Complete set of tender documents as sold together with Addeneda/Corrigenda duly filled in, signed and sealed by the Bidder. The original tender document shall be submitted.

 ii. Earnest Money Deposit in the manner specified in Notice Inviting Tender.

 iii. Power of Attorney in original or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender.

 iv. Documentary Proofs of the following:

1. Self attested copy of PAN card.
2. Self attested copy of Identity and Address proof (Aadhar /Driving licence/ Voter ID card/ Passport etc.
3. Affidavit of not being blacklisted and not having cases registered, in the Prescribed format.
4. Preliminary Agreement in prescribed format.
5. Self attested copy of Income Tax return for the financial year 2015-16.
6. Self attested copy of Certificate of Incorporation and Memorandum and Article of Association if the bidder is a company.
7. Self attested copy of Partnership deed, if the bidder is a Partnership firm.

 3.3 Tenders shall be submitted in original and without making any additions, alterations and as per details given in other clauses given hereunder.

 3.4 No alteration or mutilation other than filling in particulars wherever called for, shall be made in the documents. Any changes deviations made by the Bidder on the bid document will not be taken into consideration.

 3.5 The Bidder shall go through all documents and each page of the bid document shall be signed, dated and returned with the bid by the Bidder as a token of having examined and accepted the same.

 3.6 All signatures in tender document shall be dated as well as all the pages of all sections of tender documents shall be initialed at the lower-left hand corner signed wherever required by the Bidder or by a person holding Power of Attorney authorizing him to sign on behalf of the Bidder before submission of tender.

 3.7 All corrections, scoring and alterations shall be attested by full signature of the Bidder.

 3.8 The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the Bidder with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership’s name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative and a Power of Attorney in that behalf shall accompany the tender. In case of company a self attested copy of Certificate of incorporataion and Article of association and Memorandum of Association shall be furnished. In the case of partnership firm, a copy of the constitution of the firm with names of all partners shall be furnished.

 3.9 Under no circumstances the permission to do business in the kiosk shall be sublet or transferred by the selected Bidder.

 3.10 The tender should be a accompanied by a preliminary agreement and affidavit in the formats attached, duly filled and signed by the tendered in stamp of value Rs.200/- each. If the selected tendered fails to remit the security Deposits and to execute the agreement as directed, the EMD furnished shall be foreited and the work will be rearranged at his risk and cost and the loss sustained to the VMHS will be recovered from him.

 3.11 Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected.

 3.12 VMHS shall have no responsibility for any delay or non-receipt of tender documents sent.. Telex/Telegraph/Tele-fax offers will not be accepted.

 3.13 The tender documents are not transferable.

 3.14 VMHS reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

 3.15 The Bidder is expected to visit the site and see the facilities and gain full knowledge about the site and facilities offered and requirements before bidding.

 3.16 By submitting the tender, the Bidder is deemed to have read and gained full knowledge of the facilities required to be done, the population that may avail the service of their facility, the requirement of quality, hygiene, timings of services required etc.

 3.17 VMHS will not be responsible for any damage or loss suffered by the Bidder on account of lack of people enjoying the business or for any other reason whatsoever and VMHS will not compensate the Bidder in any manner. The Bidder shall be responsible for carrying out his business. VMHS will not be responsible for assurance of business.

4.0. **Earnest Money Deposit.**

 4.1 Earnest Money accompanying the tender will be accepted only in the form of crossed Demand draft drawn on a Scheduled/Nationalized Bank in favour of Managing Director, Vyttila Mobility Hub Society payable at Ernakulam.

 4.2 Cash or encashable Cheque or Insurance Guarantee or Fixed deposit receipt in lieu of the aforementioned form of Earnest Money will not be accepted.

 4.3 No interest will be paid for the period during which the Earnest Money lies in deposit with the Employer.

 4.4 Earnest Money will be adjusted against the Security Deposit to be remitted by the selected Bidder.

 4.5 If the selected bidder fails to remit the security Deposit within seven days from the date receipt of Letter of Award of Work from Managing Director, VMHS the EMD will be forfeited and the facility will be entrusted to other qualified and willing bidders.

 4.6 EMD of the unsuccessful Bidders will be returned after finalization of the contract with the successful Bidder. The decision of Managing Director, VMHS will be informed only to the successful applicant and the EMD of others will be returned after finalization of the contract.

5.0 **Security deposit**.

 The selected Bidder shall deposit amount equivalent to 12 times the quoted monthly Licnese Fee inclusive of Earnest Money Deposit towards Security deposit in the form of Demand Draft drawn in favour of Managing Director, Vyttila Mobility Hub Society payable at Ernakulam from any Scheduled/Nationalized Bank for the faithful performance of the bidder for running the KIOSKS. Cheques and Bank guarantee are not acceptable. The security deposit shall be remitted within a period of seven days from receipt of intimation from Managing Director, Vyttila Mobility Hub Society accepting the offer of the tender to run the KIOSKS, failing which the EMD shall be forfeited. The Security Deposit shall be returned to the bidder upon satisfactory completion of the contract.

6.0 **Agreement**.

 An agreement shall be executed within seven days from the date of remittance of the Security Deposit in the format furnished by the VMHS. The cost of the stamp paper and registration expenses, if any shall be borne by the Bidder.

7.0 **Bid Evaluation**.

 The Bidders past/present performance of running the similar facility with respect to quality, services, hygiene, upkeep of the facility, payment of rent, electricity and other charges and adherence to statutory rules will be evaluated by VMHS on the basis of visits/reports/information gathered by VMHS. If VMHS finds that the past/present performance of the Bidder with respect to any of the facility run or being run by the Bidder is not satisfactory, on any of the accounts mentioned above, his bid is liable for rejection. The decision of the Managing Director, VMHS in this regard will be final and conclusive.

8.0 **Selection Process**.

 1. The bids will be considered if only necessary EMD is furnished as specified.

 2. Only those Bidders who satisfy the prequalification criteria will be considered for evaluation of their price bids.

 3. The Bidder who quotes the highest “Monthly License Fee’ will be selected and required to remit the Security deposit and enter into agreement with Vyttila Mobility Hub Society for starting the business.

9.0 **Period of Contract**.,

 The Licence shall be for duration of 3 years from the date of execution of agreement.  The mobilization period will be 2 weeks from the date of acceptance of Letter of Bid.  On expiry of the period of contract, the Bidder shall vacate the premises, after making good the premises to the satisfaction of VMHS and after handing over the key to the Engineer of VMHS.

9.1 Notwithstanding the above provision, after expiry of the contract period of 3 years, Managing Director of VMHS, if satisfied with the manner of conduct of business and overall performance of the contractor, may at his/her discretion renew the contract for another term of one year each with 7 % enhancement in licence fee.

10.0 **Monthly Licence Fee:** For the built up area admeasuring 11.69 Sq.m., the base rate of monthly Licence Fee is fixed as Rs. 15,000/- per month along with Service Tax or GST as applicable. The kiosk will be allotted to the bidder who quotes the highest monthly licence fee. The Fee for the respective month shall be paid on or before 5th of next month. (Eg: payment for April 2017 shall be paid on or before 5th May 2017). If the period of contract is extended as decided by MD,VMHS as provided in clause 9.1, the monthly License Fee shall stand enhanced at the rate 7% over and above the previous year’s License Fee. .

11.0 If the Bidder fails to pay Licence Fee, and other charges by the due date he shall have to pay interest of 18% on the rental arrears and if the arrear is due for more than two months, the agreement will be cancelled and the space will be taken over by VMHS, thereby forfeiting the security deposit submitted by the Bidder.

12.0 Required furniture shall be provided in the facility by the Bidder.

13.0 The electrical charges will be chargeable to the Bidder who is permitted to run the facility and shall be remitted to KSEB directly. Necessary connection shall be obtained by the Bidder from the Power Licensee KSEB. All fess, for meter, connection etc. payable to KSEB shall be borne by the Bidder himself. However, in case of any practical difficulty in taking separate electricity connection from KSEB, Electricity will be provided from the connection of VMHS and charges for same shall be worked out through a separate meter and the agency shall be bound to re-imburse the same to VMHS within 12 days from the date of receipt of demand letter and in case of delay, shall bear interest at the rate of 18%.

14.0 Water shall be supplied at one point by VMHS on chargeable basis, as applicable from time to time. Necessary connection for tapping point to the facility shall be done by the Bidder at his cost. Water meter shall be installed by the Bidder at his cost and the cost of water shall be paid to VMHS on a monthly basis

15.0 The maintenance and house-keeping of the area and its premises shall be in the scope of the Bidder.

16.0 The Bidder shall be responsible for any loss or damage to property and articles of the VMHS by the employees of the Bidder. If any damages caused by the employees of the Bidder to the properties of VMHS, the actual cost + 20% penalties shall be recovered from the Bidder’s Security Deposit

17.0 The Bidder shall adhere to and enforce all security, safety, fire protection and other statutory/mandatory rules of the State/Local authorities/VMHS during the performance of the work. VMHS reserves the right to prohibit entry into the premises to the Bidder’s workmen either individually or wholly without assigning any reason. In that event Bidder shall replace such workmen and conduct the services without interruption.

18.0 The Bidder shall obtain all permission required for carrying out trading business from all statutory authorities/Local bodies.

19.0 If the Bidder becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if the Bidder fails to fulfill his obligations in the execution of the contract to VMHS’s satisfaction, VMHS reserve the right to terminate the contract in whole or in part and employ any other Bidder or agencies to continue work or get it done departmentally. In either of the situations the Bidder’s security deposit will be forfeited without prejudice to VMHS’s further rights to claim compensation from Bidder for any losses and damages suffered by VMHS as a result of above arrangements VMHS shall not be liable to pay any compensation to the Bidder for any loss he may incur consequent to the above measures of VMHS.

20.0 The bid is being invited with the sole objective of providing amenity/convenience to the passengers and If the Bidder discontinues running of the business in between without completing the full term of the contract, the contract will be terminated and arrears if any will be adjusted from the security deposit.

21.0 In case of failure to adhere to the terms and conditions by the Bidder, VMHS shall terminate the contract and take over the possession of the premises. The security deposit of the Bidder shall also be forfeited.

22.0 No subcontracting or subletting of the premises shall be permitted for running the facility. The premises shall not be used for residential purposes even for the staff. No additions or alterations in the premises will be made without permission of VMHS.

23.0 In case of breach of any of the conditions of the contract, the security deposit shall be liable to be forfeited. Decision of the Managing Director, VMHS, of what shall constitute a breach shall be final and binding on both parties.

24.0 Proper Billing and accounting procedure shall be maintained by the Bidder.

**Laws and Disputes**.

25.0 The Courts at Ernakulam alone shall have jurisdiction in respect of any matter arising out or in connection with the contract.

 **Quality Evaluation/Inspection**.

26.0 VMHS will monitor frequently, the functioning, hygiene, quality of the service and all the recommendations and advices given to improve the quality of service shall be adhered to by the Bidder.

**Statutory Compliance**.

27.0 Bidder has the responsibility to obtain necessary approval / Licnese from statutory authorities, in respect of the business carried out.

28.0 The bidder shall carry out business strictly adhering to all the relevant statutes/rules and orders.

 All documents required under various Statutes shall be maintained by the Bidder at the Site and shall be made available for inspection by Employer or its representatives on request.

29.0 **Termination Clause**.

 The permission to run the facility to the Bidder shall be terminated by giving notice with a period of 15 days for winding up for the following reasons.

 1. If the Bidder fails to pay Monthly Licence Fee, water, electricity charges regularly as per agreement on the due date.

 2. If the overdue Licence Fee or electricity, water charges are more than two months.

 3. If the Bidder fails to adhere to the terms and conditions of the tender and agreement.

 4. If the Bidder sublets the premises either in whole or part.

 5. If the Bidder is not maintaining the hygiene, quality of the intended service etc.

 6. If the Bidder is found to be carrying out business specifically excluded as per clause 3 of the Notice Inviting Tender.

 7. If the report of the commuters regarding the quality of service, cleanliness of the facility and premises are not satisfactory.

 8. If the bidder engages in unlawful activities / trade practices.

 All Licence Fee, electricity charges due and damages caused to any assets or facilities of VMHS shall be fully paid by the Bidder within the notice period failing which VMHS reserves the right to recover the due from any amount of the Bidder deposited with VMHS or recover from other source of the Bidder. The bidder shall handover the key to the Engineer of VMHS upon winding up the business.

**SPECIAL CONDITIONS OF CONTRACT**

1. The internal furnishing / changes to the structure within the built up area shall be done by the Bidder, at their own cost which is not refundable. A detailed plan layout shall be submitted by the success for Bidder within 7 days of receipt of “Letter of Acceptance”. VMHS have the right to modify the plan submitted by the bidder. The Bidder shall be obliged to that and shall carryout the work accordingly.

2. VMHS shall not be responsible in any way to collect the money for the services provided to the user. The Bidder shall be solely responsible for collection of the bill amounts due from the Customers. VMHS shall be totally indemnified by the Bidder against any claims of the Bidder on Customers, Customers claims/complaints against the Bidder, any loss of profit or damages suffered by the Bidder in running the facility. VMHS shall also be indemnified against any other problem caused to the customer consequent to the services provided by the Bidder. VMHS will not be guarantee the sales in the facility.

3. Bidder shall be responsible for ensuring safety and maintenance of all the equipments including electrical items installed in the facility during the entire period of the contract. In case of any loss/damage to above, recovery will be effected at replacement cost + 20% overheads.

4. All permission from statutory authorities for doing the business shall be obtained by the Bidder.

5. The selected Bidder shall keep the shop open on all days during the operational hours of the Bus terminal.

6. The selected bidder shall not carry out business opposed to public policy and shall not carry out trading of tobacco products.

7. VMHS reserves the right to terminate the contract by giving one month’s notice, if VMHS is not satisfactory in its performance. If so that Bidder shall remove all the facilities that they have created within one month. All the cost related to it shall be borne by the Bidder. If the Bidder has not removed the facility within the stipulated time, VMHS will have the right to remove the same and the cost related to that will be levied from the security deposit of the Bidder.

10. VMHS may construct other facilities in the area available with VMHS and the operation of the terminal may be shifted to the said area during the validity of the contract. The Bidder shall not make any claim against VMHS for loss of business or any other matter in this regard.

11. VMHS reserves the right to allocate other area for any other purpose including that is similar to the intended purpose.

12. VMHS reserves the right to visit/inspect the facilities without prior notice and also to conduct periodical inspections to assess the performance.

13. The Bidder should also ensure the removal of waste every day to places outside the area of Mobility Hub and keep the facility and its surroundings clean. Facilities of VMHS shall not be used for this. If the Bidder is found to be using the facilities of VMHS, an amount to Rs.1000/day will be charged from the Bidder.

14. The Employees of the Bidder on duty shall always wear clean and neat dress preferably uniforms and should not suffer from any contagious disease. All staff of the Bidder shall wear badges bearing his name/designation for identification.

15. The Bidder should not employ young children as prohibited under the law.

16. The Bidder shall indemnify and save VMHS harmless of any claims from third-party and/or the employees of the Bidder or of agencies engaged by Bidder consequent to any omission, commission, neglect, act, failure to act by the Bidder or his employees or due to non-observance of Statutory rules and regulations by any of them. Smoking is strictly prohibited in the premises of Vyttila Mobility Hub and the terminal. Liquor is also strictly not allowed inside VMHS premises.

17. Maintenance of all facilities and fixtures, if any provided by VMHS, shall be carried out by the Bidder at his own expense promptly and should be always kept in good working conditions.

18. Bidders shall be responsible for maintenance of any electricity/water lines within the premises. If Bidder fails to undertake the maintenance and rectification, VMHS will undertake the same and recover from the security deposit of Bidder with 20% overheads.

19. Premises shall always be kept clean. All the waste materials, including garbage, waste food materials etc. shall be promptly removed from the premises of VMHS on a daily basis and in no circumstances shall be kept in the premises more than 24 hours. These shall be collected separately and disposed as directed. Under no circumstances, the waste shall not be disposed through the drains etc. Proper waste bins etc. shall be used and the waste shall be disposed off as directed.

20. The waste and other materials shall not be deposited in the toilets or in nearby water body, drains etc. VMHS reserves the right to cancel the permit for running the facility at 15 days notice, if the Bidder indulges in such activities.

21. The right of the Bidder is restricted to the area earmarked for their KIOSK in the bus terminal. VMHS reserves the right to give Licence to any other space to any party for any purpose.

22. The bidder shall not advertise/allow to advertise any part of the KIOSK and in HUB.

**APPLICATION – TECHNICAL & FINANCIAL BID**

|  |  |  |
| --- | --- | --- |
| 1 | Name of the Bidder |  |
| 2 | Name of Owner/Partners/ Directors |  |
| 3 | Full particulars of Office |  |
| (a) | Address |  |
| (b) | Telephone No. |  |
| (c) | E-mail Address |  |
| 4. | Details D&O License and VAT registration (copies to be enclosed): |  |
| 5 | Self Attested copy of PAN |  |
| 6 | Details annual income for the Financial Year 2015-16(copy of Income Tax return to be enclosed) |  |
| 7 | Details of Earnest Money Deposit |  |
| (a) | Amount (Rs.) |  |
| (b) | D.D. No. & Date |  |
| (c) | Drawn on Bank |  |
| (d) | Valid up to |  |

 (If the space provided in any of the columns above is insufficient, a separate sheet on company letter head may be attached for giving information).

Self Attested Copy of PAN : Enclosed /Not Enclosed

Affidavit of not being blacklisted and not having

cases registered, in the Prescribed format : Enclosed /Not Enclosed

Preliminary agreement in the Prescribed format : Enclosed /Not Enclosed

Self attested copy of Income Tax return for the

Last financial year 2015-16. : Enclosed /Not Enclosed

Power of Attorney, if signed by authorized representative: Enclosed/Not enclosed

Self attested copy of Certificate of Incorporation,

Memorandum of Association and Articles of Association

if the bidder is a company : Enclosed/Not enclosed

Self attested copy of the Partnership deed if the bidder

is Partnership firm : Enclosed/Not enclosed.

Signature:

Name:

Date:

Seal:

**AFFIDAVIT**

**(To be given on a non-judicial stamp paper of value Rs.200)**

I the undersigned do hereby certify that all the statements made in the attachments are true and correct.

The undersigned hereby authorises and requests any Bank, person, Firm or Corporation to furnish pertinent information deemed necessary and requested by VMHS. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of VMHS. The undersigned also hereby certifies that neither our firm /company have abandoned any work in India nor any contract awarded to us for such work has been rescinded in the past five years. The undersigned further affirm that no contract of work undertaken by undersigned have been prematurely terminated and that the undersigned have not been blacklisted by Government, Govt. Organisations or PSU. It is also affirmed that no criminal case is registered against the undersigned.

The undersigned also hereby authorises VMHS and their authorised representative to conduct any enquiries or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical capability. This will also serve as authorisation to VMHS representative to contact in person or otherwise, any individual or authorised representative of any institution referred to in the supporting information and obtain such information as may be required by him to verify statements and information provided in this application, or with regard to the resources, experience and competence of Applicant.

The undersigned understands that furnishing of false information could result in disqualification.

Signature of the Tenderer : ……………………………………………………….

Name of the Tenderer : ……………………………………………………….

 Address : ………………………………………………………..

 Date:

 **PROFORMA OF PRELIMINARY AGREEMENT**

 (To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement entered in to on this……day of May 2017 between Ari. ………………………………………….., Managing Director, Vyttila Mobility Hub Society (Hereinafter called VMHS on one part) and Sri ……………………………………………………………… (name and address of the bidder) (Hereinafter called the Bidder) on the other part for the execution of the agreement as well as the execution of thework“ Operating a Shop for Trading Purposes on License at Bus Terminal in Vyttila Mobility Hub” and where as in the notice inviting tenders it is stated that, the Security Deposit based on the quoted monthly license fee shall be remitted by the selected bidder in the form of Demand Draft within a period of seven days from the receipt of the letter of award of work from MD,VMHS and shall execute an agreement for the work in the form of agreement prescribed by VMHS within seven days from remittance of amount. If the bidder fails to do this, the EMD/security deposit shall be forfeited to VMHS and fresh tenders shall be invited or the work shall be arranged in any other manner considered appropriate by MD,VMHS at the risk and cost of the bidder. If as a result of such measures due to the default of the bidder to remit the quoted amount, execute agreement or commence the work, any loss or damage to the VMHS results, the same will be recovered from him as arrears of revenue. But should it be a saving to VMHS the original bidder shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the bidder on this or any other contracts or under the Revenue Recovery Act or through any other legal measures as MD, VMHS may decide.

 Now therefore these present witnesses and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the bidder has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall super cede those of the said tender form.
2. The bidder hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work “ Operating a Shop for Trading Purposes on License at Bus Terminal in Vyttila Mobility Hub” If the bidder does not come forward to remit the Security Deposit and to execute the agreement after the issuance of selection Notice within the time duration specified in the Tender document or commits breach of any of the conditions of the contract as stipulated in the Notice Inviting Tender/General Instruction to the Tendered/Special Conditions of contract, VMHS may rearrange the works either by VMHS itself or otherwise get it done through another person/agency, at the risk and cost of the bidder and the loss if any sustained by VMHS due to the same can be realised from the bidder under the Revenue Recovery Act or through other legal measures as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of VMHS or any other officer or officers authorised by VMHS after giving due notice to the bidder.
3. The bidder further agrees that any amount found due to VMHS under or by virtue of this agreement shall be recoverable from the bidder, from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act or in any other manner as MD,VMHS may deem fit in this regard.

In witness whereof Sri/Smt……………………………………..Managing Director of Vyttila Mobility Hub Society and Sri.……………………………………………………………………………(Name of bidder)

have set their hands on the day and year first above written.

Signed by: …….……. ………… …………………………. (bidder)

Signed by: ………………………………………………….. (MD VMHS)

In the presence of witness

1. ……………………………………………….

 2… ………………………………………………