

General Instructions to Bidders:

0.0 Address to which the Bid is to be submitted.
Managing Director,
Vytila Mobility Hub Society,
RSAC Road, Vytila P.O, Kochi-19

1.0 Last date and time of receipt of tenders.
On or before 2.00 PM on 20/05/2020

2.0 Submission of Bid:

- 2.1 The tender is in Two Cover system and Bidders shall submit their offer in sealed envelopes superscribed "Tender for Establishing, Operation and Maintenance of Food Court & Kiosk at Vytila Mobility Hub" and addressed to the employer. Inside the main cover, Technical bid and Financial bid shall be placed in separate sealed covers supercribed 'Technical Bid' and 'Financial bid' respectively.
- 2.2 Tenders, as submitted , shall consist of the following:
- a. Complete set of original tender documents as sold together with Addenda/ Corrigenda duly filled in, signed and sealed by the bidder.
 - b. Earnest Money Deposit in the manner specified
 - c. Power of Attorney in original or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender.
 - d. Self attested copies of Licence of restaurants/Food Courts run by the bidder for the last three years, obtained from Local Authority/Food Safety and Standard Authority as proof of experience in the business. In case Restaurant/Food Court/cafeteria is run or managed in an IT Establishment or PSU or hotel, a certificate in original to that effect from the respective authority shall also be produced.
 - e. Self attested copies of Licence of present business obtained from Local Authority/ Food Safety and Standards Authorities.
 - a. Self attested copies of Balance Sheets, Profit and loss account and Income Tax Returns for the last three financial years as proof of turnover.
 - b. Self Attested copies of PAN, and GST registration certificates.
 - i. Self attested copies of PF, ESI, and other applicable statutory registration certificates and latest PF and ESI returns filed.
 - j. Power of Attorney in case of signature by authorized representatives.

- k. Self attested copy of partnership deed if the bidder is a partnership firm.

1. Self attested copy of Certificate of Incorporation and Memorandum of Association and Article of Association if the bidder is a Company.

m. Affidavit in the format attached in page no 24 affirming that the bidder is not blacklisted by Govt, PSUs etc and no cases are registered against in matters connected to sale of food, in non – judicial stamp paper of value Rs. 100 duly signed and dated in each page.

n. Preliminary agreement in the format attached in page no. 25 in non – judicial stamp paper of value Rs. 100 duly signed and dated in each page.

- 2.3 Tenders shall be submitted in original and without making any additions, alteration and as per details given in other clauses given hereunder.
- 2.4 No alteration or mutilation in 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 shall not be taken into consideration.
- 2.5 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.
- 2.6 All signatures in tender document shall be dated as well as all the pages of all sections of tender documents shall be signed at the lower –left hand corner – signed wherever requires by the bidder or by a person holding Power of Attorney authorizing him to sign on behalf of the bidder before submission of tender.
- 2.7 All corrections, scoring and alterations shall be attested by full signature of the bidder.
- 2.8 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 authorised representative and a Power of Attorney in that behalf shall also be enclosed.
- 2.9 Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected.

- 2.10 VMHS shall have no responsibility for any delay or non receipt of tender documents sent.
- 2.11 The tender documents are not transferable.
- 2.12 VMHS reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 2.13 The bidder is expected to visit Mobility Hub and see the facilities and gain full knowledge about facilities offered and requirements before bidding.
- 2.14 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 Food Court facility, the requirement of quality, hygiene, timings of services required etc.
- 2.15 VMHS will not be responsible for any damage or loss suffered by the bidder on account of lack of people enjoying the facility or any other reason whatsoever and VMHS will not compensate the bidder in any manner.
- 2.16 VMHS will not be responsible for assurance of business. The bidder shall be responsible for attracting the passengers to his premises / facilities.

3.0 Earnest Money Deposit:

- 3.1 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.
- 3.2 Cash or encashable Cheque or Insurance Guarantee or Fixed deposit receipt in lieu of the aforementioned form of Earnest Money will not be accepted.
- 3.3 No interest will be paid for the period during which the Earnest Money lies in deposit with the Owner.
- 3.4 Earnest Money will be adjusted against the Security Deposit to be remitted by the selected bidder.
- 3.5 If the applicant fails to commence operation of the Food Court within 4 weeks from the receipt of intimation for mobilization from Managing Director, VMHS the EMD will be forfeited and the facility will be entrusted to, others for running.
- 3.6 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.

4.0 Security Deposit :

The selected tender shall deposit six month's Licence Fee and its premium inclusive of Earnest Money Deposit towards Security deposit as 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 Food Court and Kiosk. No interest shall be paid on the Security Deposit remitted for the period during which the Security Deposit is retained by VMHS. In addition to the above the selected agency shall also produce Solvency Certificate of Rs.50,00,000/-(Fifty Lakhs) issued by competent Revenue Authorities or furnish proof for having Over Draft facilities of Fifty lakhs or more from a Scheduled Bank. Both the Security deposit and Solvency certificate/Proof of Over Draft facility shall be remitted/furnished within a period of 15 days from receipt of intimation from Managing Director, Vyttila Mobility Hub Society accepting the offer of the tender to run the food court, failing which the EMD shall be forfeited.

5.0 Agreement:

An agreement shall be signed within 30 days from the date of acceptance of the offer from Managing Director, Vyttila Mobility Hub Society as per the format furnished by the VMHS. The cost of the stamp paper as per requirements in Kerala Stamp Act shall be borne by the bidder as per the prevailing law

6.0 Bid Evaluation:

The Bidders past/present performance of running Cafeteria / Food Courts/ Restaurants 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 felt required. If VMHS finds 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.

7.0 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 premium will be selected and allowed to remit the Security Deposit and furnish Solvency certificate/proof of Over Draft and enter into agreement with Vytila Mobility Hub Society for the operation of the work.

8.0 Period of Contract:

The Contract would be for duration of three years including the mobilization period. The mobilization period will be 4 weeks from the date of "Letter of Acceptance" to the selected agency. The Bidder shall vacate the premises, after making good the premises to the satisfaction of VMHS, on expiry of the period of contract unless the contract is extended/renewed as decided by the Managing Director, Vytila Mobility Hub Society.

9.0 Licence Fee:

The monthly Licence Fee for the area of Food Court admeasuring approx. 6500 sq.ft, and Kiosk in the 6th bay of terminal admeasuring 120 sq.ft shall be paid on or before 5th of next month. (eg: payment for April 2020 shall be paid on or before 5th May 2020). The Licence Fee quoted shall be exclusive of all applicable Taxes. GST and other Taxes as applicable from time to time shall be paid in addition to the Fee quoted. However VMHS will pay the Land tax and Property Tax of the licensed premises.

After the bidding is completed the base licence Fee along with premium amount will be treated as Licence Fee for the period of Licence. The monthly Licence Fee shall be paid on or before 5th of next month. (eg: payment for April 2020 shall be paid on or before 5th May 2020). The Licence Fee quoted shall be exclusive of all applicable Taxes. GST and other Taxes as applicable from time to time shall be paid in addition to the Fee quoted. However VMHS will pay the Land tax and Property Tax of the licensed premises.

10.0 If the bidder fails to pay monthly Licence Fee, its premium and other charges by the due date he shall have to pay interest of 18% on the Fee arrears and if the arrear is due for more than two months, the agreement will be cancelled and VMHS will be free to make necessary alternate arrangements for the operation of Food Court and Kiosk at the risk and cost of bidder. In such eventuality the security deposit remitted by the bidder shall be forfeited.

11.0 Other charges:

11.1 The selected agency shall obtain necessary connection from the KSEB. All fees for meter, connection and also the electricity charges are to be remitted directly to KSEB by the agency. 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 will be calculated either on the basis of the average consumption worked out by VMHS or through a separate electric meter, and the agency shall be bound to reimburse 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%.

11.2 The selected agency shall take the water from the point given by VMHS and shall pay water charges for the water consumed by the agency for the operation of Food Court in proportion to the consumption of the agency quantified using separate water meter. The agency shall remit the charges within 12 days from the date of receipt of demand and in case of delay, shall bear interest at the rate of 18%.

12.0 The maintenance and housekeeping of the dining area and premises of both Food Court and Kiosk shall be in the scope of work of the Bidder

13.0 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.

14.0 The bidder shall adhere to and enforce 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.

- 15.0 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 agency 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 the Bidder for any loss he may incur consequent to the above measures of VMHS.
- 16.0 If the Bidder discontinues running of the Cafeteria in between without completing the full term of the contract, the contract will be terminated and the security money deposited by the Bidder will be forfeited and the work will be rearranged at the risk and cost of the bidder.
- 17.0 In case of failure to adhere to the terms and conditions by the Bidder, VMHS shall terminate the contract and make necessary alternate arrangement for the operation of the food court and kiosk and in such case the security deposit of the Bidder shall also be forfeited.
- 18.0** Under no circumstances the Licensed premises shall be sublet or permission to run/ manage the Food Court and Kiosk shall be transferred by the selected agency. The premises shall not be used for residential purposes even for the food court Staff. No additions or alterations in the premises will be made without permission of VMHS.
- 19.0 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.
- 20.0 Immediately on permitting the agency to run the food court, stock of asset of VMHS shall be jointly taken between VMHS/ agency and signed.

21.0 Jurisdiction of courts:

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

22.0 Quality Evaluation/ Inspection

VMHS will monitor, the functioning, hygiene, quality of the food supplied and all the recommendations and instructions given to improve the quality shall be adhered to by the selected agency.

23.0 Statutory Compliance

It shall be the sole responsibility of the selected agency to ensure that the necessary licenses, permits and registrations required for the Food business under statutes like Food Safety and Standards Act, Rules and related Regulations, Municipality Act and Rules and all other prevailing laws from time to time are obtained as prescribed, and also to strictly adhere to the conditions laid out therein. All expense towards payment of statutory charges shall be borne by the agency. The selected agency shall keep VMHS legally and financially indemnified in case of any failure this regard and consequent initiation of legal actions.

All the manpower required for the operation of Food Court and Kiosk shall be hired by the Selected Agency. It shall be sole responsibility of the agency to disburse wages and allowances as per the prevailing statutes and also to deduct and remit statutory payments like PF and ESI etc to the concerned authority on time. The selected agency shall ensure compliance of provisions of all statutes including Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act – 1936, Minimum Wages Act – 1948, Employers Liability Act – 1938, Workmen's Compensation Act -1923, Industrial Disputes Act – 1947, The Maternity Benefit Act -1961, Employment of Children Act – 1938, Employees Provident Fund Act – 1951, The Employees State Insurance Act-1948, Payment of Bonus Act – 1965, Payment of Bonus Act – 1965, Payment of Gratuity Act -1972, Factories Act – 1948, Equal Remunerations Act -1976

Or any modifications thereof or any other law relating thereto and rules made there under from time to time. This list is not exhaustive and is meant to be indicative only. The selected agency shall be solely responsible for the adherence to the provisions of labour and welfare legislations and the agency shall under all circumstances keep VMHS legally and financially indemnified against any punitive actions consequent to any non-compliances or violations.

All documents required under various statutes shall be maintained by the Bidder at the site and shall be made available for inspection by VMHS or its representatives on request. These include, but are not limited to, the following: Copies of relevant Licenses, Wage Register, Muster Rolls, Overtime Registers, Payment Registers, Advance Registers, Fine Registers, Inspection Books containing issue of Employment cards and Wage Slips.

Copies of abstracts of relevant statutes which are required to be prominently displayed shall be so displayed by the selected agency to satisfy the compliance of above statutory.

24.0 Termination Clauses

The permission to run the Food Court and Kiosk to the Agency shall be withdrawn and the agreement shall be terminated by VMHS by giving notice with a period of 15 days for winding up for the following reasons.

1. If the selected agency fails to submit Security Deposit and furnish Solvency Certificate/Over Draft within a period of 15 days from receipt of intimation and agreement not executed within 30 days from the date of acceptance of the offer.
2. If the agency fails to pay Licence Fee, water, and electricity charges regularly as per agreement on the due date to VMHS.
3. If the overdue of Licence Fee or electricity or water charges are for more than two months.
4. If the agency fails to adhere to the terms and conditions of the tender and agreement.
5. If the agency sublets the premises or subcontracts the work.
6. If the agency does not maintain the hygiene, safety and sanitary requirements of the food and beverages as per the specifications/standards in the related legislations and in violation of directions given by VMHS in this regard.
7. If the solid waste is not removed daily from the premises of Mobility Hub and the surroundings of Food Court and Kiosk are not kept clean and hygienic.
8. If directions of MD, VMHS regarding excessive pricing are not complied with.
9. If the report of the commuters regarding the quality of food, cleanliness of food court and premises and the behavior of staff are not found satisfactory.
10. If required statutory requirements are not satisfied.
11. If the agency stops operation of the Food Court and Kiosk.

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.

SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall provide tables, chairs and all other items, equipment and materials including Bain marie, Utensils, racks, trolleys, plate washing arrangements, cutlery, crockery, vessels, deep freezer, grinder, heater etc. at his own cost. All necessary equipments and facilities for cooking, delivery and distributions at various locations, serving, taking back the waste and disposal of waste by appropriate method shall be arranged by the bidder at his own cost. A detailed plan layout shall be submitted by the successful bidder within 7 days of receipt of "Letter of Acceptance". The furnishing shall be started after the approval of VMHS. VMHS have the right to modify the plan. The bidder shall oblige to that and shall carry out the work accordingly.
2. The selected agency shall under all circumstances make available to commuters basic food and beverage items specified in Annexure A at quantity, rates and during the time schedule stipulated therein. However the agency shall be free to serve items other than that contained in Annexure A at rates comparable to prices in similar restaurants/Food Courts.

3. Proper Billing and accounting procedure shall be maintained by the bidder.
4. The bidder shall exhibit prominently boards listing the items served and the respective price for the benefit of customers. The nos, size and location of the board shall be to the satisfaction of VMHS authorities. Laminated menu card for the above purpose shall also be placed in each table.
5. Managing Director Vyttila Mobility Hub Society shall have authority to fix price as per prevailing market rates and the selected agency shall be bound to implement the same.
6. VMHS shall not be responsible in any way to collect the money for the services provided and the bidder shall be solely responsible for collection of the bill amounts due from the customers.
7. VMHS shall be totally indemnified by the bidder against any claims of the bidder on customers, customer claims/complaints against the bidder, any loss or damages suffered by the bidder in running the Food Court and Kiosk. VMHS shall also be indemnified against any ill health or other problems caused to the customer consequent to the food served, hygienic conditions of the services provided by the bidder.
8. The licence is provided in the 'as it is condition' and VMHS is not bound to carry out any alterations or modifications in the premises or other operations under the request of agency. VMHS does not guarantee the sales in the Food court and it shall be the sole responsibility of the selected agency to develop business.
9. Bidder shall be responsible for ensuring safety and maintenance of all equipments including electrical items installed by VMHS in the Food court during the entire period of the contract. In case of any loss/damage to above, recovery will be affected at replacement cost + 20 % Over-head.
10. For cooking, bidder shall make his own arrangements for LPG connections at his own cost. All statutory rules regarding storage and use of LPG cylinders shall be strictly followed. All permission from statutory authorities in this regard shall be obtained by the bidder.
11. The Kiosk shall be used only for sale of snacks and beverages and breakfast/lunch/dinner shall not be served through Kiosk. The area around kiosk shall be kept clean of food waste, tissues and other litter/ debris all the time. Adequate number of waste bins shall be placed near to the Kiosk for the commuters to dispose debris etc and same shall be emptied from time to time .The government order G.O no 6/2019 thriruvanthapuram dated 27/11/2019 regarding plastic ban must be followed strictly

12. All edible items shall be prepared with good and pure stuff, maintaining healthy safe and hygienic standards strictly in accordance with the Food and Safety Standard Act & Regulations and other relevant rules and guidelines. Oil to be used for cooking shall be of good quality. In case any item is found to be sub-standard or of inferior quality or unhygienic, VMHS shall have the right to prohibit the catering/supply of such items at the dining hall/specified areas. VMHS reserves the right to visit/inspect the facilities where the bidder is carrying out the above cooking activities etc. without prior notice and also to conduct periodical inspections to assess the quality/ quantity. VMHS also reserves the right to cancel the contract for supply of inferior or unhygienic food stuff with immediate effect.

13. Timely supply of food and beverages of quality food in adequate quantity and quality is the essence of the contract. The meals/tiffins shall be brought one hour prior to the scheduled timings for distributions at the food court.

14. Removal of solid waste, food waste, card board/tin boxes and bags of raw material for food preparation and treating of waste water is one of the main scope of work under this tender. The selected agency shall ensure the removal of waste everyday to places outside the premises of Mobility Hub and keep the surroundings of Food Court and Kiosk clean and hygienic.

15. The Food court should be kept clean and free of unhygienic conditions.

16. The employees of the bidder on duty in the kitchen and dining hall shall always wear clean and neat uniform and shall not suffer from any contagious disease and satisfy health conditions as per prevailing laws. The bidder should arrange a qualified supervisor in the restaurant. All serving boys shall wear badges bearing his name for identification. The selected agency shall ensure that the staff engaged for operation of Food Court and Kiosk behaves in a polite and pleasing manner to the customers.

17. The bidder should not employ young children as prohibited under the law.

18. Sufficient boiled drinking water (chukku/jeera water)/bottled mineral water should be supplied to the costumers with meals and specified points.

19. The bidder shall indemnify and save VMHS harmless of any claims from third party and/or the employees of the bidder or of the agencies engaged by the 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.

20. Smoking is strictly prohibited in the restaurant and kitchen. Liquor is strictly not allowed inside VMHS premises.

21. Food prepared in the Food court shall not be taken outside of the VMHS without specific permissions.

22. Maintenance of all facilities and fixtures provided by VMHS shall be carried out by the selected agency at his own expense promptly and should be always kept in good working

23 Agency shall be responsible for maintenance of any water lines within the premises. If agency fails to undertake the maintenance and rectification, VMHS will undertake the same and recover from the security deposit of bidder with 20% overheads.

24. 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 for more than 24 hours. These shall be collected separately and disposed as directed. Under no circumstances, the waste shall be disposed through the drains etc. Proper waste bins etc. shall be used for collection of cups etc. and the waste shall be disposed off as directed.

25. The waste food 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 cafeteria with 15 days notice, if the bidder indulges in such activities.

26. Only good quality raw materials for preparation shall be procured. The raw materials shall be free of stones, dirt, fungus or worms. VMHS reserves the right to inspect the raw materials and take appropriate action including cancellation of the permit to run the cafeteria.

27. VMHS will be free to inspect the kitchen, dining spaces, store rooms, premises, inspect the cooking methodology, utensils etc. and if found to be of not the required standards, Managing Director, VMHS reserves the right to cancel the permit with 15 days notice.

28. Bidder shall make arrangements for cleaning of the food court, kitchen and premises at his own cost. The tables and seats shall be kept clean at all times. The bidder will be solely responsible for maintaining all facilities extended to him in neat and hygienic conditions.

29. The right of the bidder is restricted to the area earmarked for Food court in the bus terminal. VMHS reserves the right to grant Licence to any other party in any other space for any purpose including this and for restaurants/snacks/soft drinks/coffee/tea/sale of other items etc.

30. The bidder also shall pay all GST and other applicable Taxes at the rates applicable from time to time along with monthly agreed Licence Fee. Any loss or damage caused to the VMHS on account of any non-payment of any Tax/Fees to the Government or Local authority directly or indirectly or through VMHS shall be indemnified and made good by the bidder.

AFFIDAVIT

(To be executed on a non-judicial stamp paper of value Rs.500 and submitted with tender)

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 certify that neither our firms/companies have abandoned any work in India nor any contract awarded to us for such work has been rescinded in the past five years. We further affirm that:

1. We have not been blacklisted by any Govt. or Public Sector Unit.
2. There are no cases registered against us for matters related to the adulteration, manufacturing or sale of food or beverages.

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.

Signed by the tenderer

Title of Officer

.....

Name of tenderer

Date

Encl : Requisite power of attorney

PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.500/- and submitted along with tender).

Preliminary agreement entered into on thisday of 2020 BetweenManaging Director, Vytila Mobility Hub Society (Hereinafter called VMHS on one part) and Sri (name and address of the contractor) (Hereinafter called the contractor) on the other part for the execution of the agreement as well as the execution of the "Tender for establishing operation and maintenance of food court in Bus terminal in Vytila Mobility Hub" and where as the notice inviting tenders it is stated as follows. Before commencing the work of within 15 days of the date of acceptance of tender has been intimated to him, the tenderer shall deposit a sum equivalent to Six months Licence Fee -inclusive of EMD- and shall also furnish Solvency Certificate of Rs.Fifty Lakhs from Revenue authorities or furnish proof of Over Draft form scheduled Bank which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the prescribed form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to VMHS and fresh tenders shall be called for or the matter otherwise

disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit, solvency certificate/over draft and sign contracts to undertake work and any loss to the VMHS results, the same will be recovered from him through appropriate legal measures, but should it be a saving to VMHS the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as 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 contractor 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 supercede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work "Tender for establishing operation and maintenance of food court in Bus terminal in Vyttila Mobility Hub".
3. If the Contractor does not come forward to remit the security deposit, furnish solvency certificate or execute the original agreement in the prescribed format after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the Tender as stipulated in the General Instruction to Bidders or Special Conditions as above within the period stipulated, VMHS may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by VMHS can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of VMHS or any other officer or officers authorise by VMHS into consideration the prevailing rates and after giving due notice to the Contractor.

4. The contractor further agrees that any amount found due to VMHS under or by virtue of this agreement shall be recoverable from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act or through appropriate legal measures for the time being in force or in any other manner as VMHS may deem fit in this regard.

In witness where of Managing Director of Vyttila Mobility
House Society and Sri.....

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

Signed by:

Sri.

In the presence of witness

1.

2.

APPLICATION - TECHNICAL BID

1.	Name of Tendering Company /Firm/ Agency	
2.	Name of Owner/Partners/ Directors	
3.	Full Particulars of Office	
(a)	Address	
(b)	Telephone No.	
(c)	Fax No.	
(d)	E-mail Address	
(e)	Name of the Bank(s)where the agency has account(s)	
(f)	Address of the Bank	
(g)	Telephone No.	
(h)	Email Id	
4.	Registration Details (copies to be enclosed)	
	(a) PAN/GIR No.	
	(b) GST Registration No.	
	(c) EPF Registration No.	
	(d) ESI Registration No.	
	(e) Incorporation Certificate	

5.	Details of Earnest Money Deposit			
	(a) Amount in Rs.			
	(b) DD No. and date			
	(c) Drawn on bank			
	(d) Valid up to			
6.	Give details of the last 3 years' contracts, as on .../.../2020, including details of present works			
	Name and location of the Food Court/Restaurant run or Organization, where Cafeteria/ Food Court is provided on a regular basis during the last three years including present assignments.	Value of annual contract/turn over (Rs.)	Period of operation	
			From	To
A				
B				
C				
D				
E				
7	Additional Information, if any			

(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.)

TENDER FOR ESTABLISHING ,OPERATION & MAINTANANCE OF
FOOD COURT AND KIOSK AT VYTILA MOBILITY HUB

TENDER NO. : VMHS/A1/647/2020

PRICE BID

Signature of Bidder with seal

TENDER FOR ESTABLISHING ,OPERATION & MAINTANANCE OF
FOOD COURT AND KIOSK AT VYTILA MOBILITY HUB

PRICE BID

We/I agree to pay a premium of% per
month

(.....(in
words)

above/ below the base monthly Licence Fee specified (Rs...../-
+GST18%)

(Cut whichever is not applicable).

Signature

Name:

Address:

Signature of Bidder with Seal



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