**VYTTILA MOBILITY HUB SOCIETY**

**TENDER FOR RIGHT TO ADVERTISE AT DESIGNATED SPACE IN THE PREMISE OF VYTTILA MOBILITY HUB**

**TENDER DOCUMENT - TECHNICAL BID**

**Tender no. VMHS/A1/451/2016**

Vyttila Mobility Hub Society

“Sreevalsam”, 2nd floor,

RSAC Road, Oppo. Mobility Hub

Kaniyampuzha Road

Vyttila – 682019.

Phone: 0484 2306511

www.vyttilamobilityhub.com

email: vyttilamobilityhubsociety@gmail.com

**ISSUE OF TENDER OF DOCUMENT**

**Tender no. VMHS/ Tender no. VMHS/A1/451/2016**

This tender document set containing 26 number of pages as shown in content sheet is issued to:

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

Bidder’s address :……………………………………………………………………………..

 ……………………………………………………………………………...

 ………………………………………………………………………………

Telephone no : ……………………………………………………………………………..

Email ID : ……………………………………………………………………………..

Fee for this tender document is Rs. 5000 + VAT @ 5% (Rupees Five thousand + tax %)

Sale of this tender document is against Cash/Demand Draft no. ………………………………..

Dated ……………………… drawn on ……………………………………. ………………………..

Official receipt no. …………….. dated ……………………

Issued by : Managing Director,

 Vyttila Mobility Hub Society,

 Sreevalsam, RSAC Road,

 Vyttila, Kochi- 19.

 Phone: 0484-2306511/2306611

 Email: vyttilamobilityhubsociety@gmail.com

 Website: [www.vyttilamobilityhub.com](http://www.vyttilamobilityhub.com)

**CONTENT SHEET**

|  |  |  |
| --- | --- | --- |
| **Sl.No:** | **Particulars** | **Page No.** |
| 1. | Bid Synopsis | 4 |
| 2. | Notice inviting tender | 5 |
| 3. | General Instructions to Bidders | 7 |
| 4. | Special conditions of Contract | 12 |
| 5. | Bid | 15 |
| 6.  | Format of Affidavit | 17 |
| 7.  | Format of Preliminary agreement | 18 |
| 8. | Annexure- 1 (a ) to 1 (f) | 21 |

**BID SYNOPSIS**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Tender No. | : |  **VMHS/A1/451/2016** |
| 2. | Name and address of employer | : | Managing Director, Vyttila Mobility Hub Society, Vyttila P.O, Kochi, Kerala Pin-682019 |
| 3. | Name of Service | : | Tender For Right to Advertise at designated space in the premise of Vyttila Mobility Hub  |
| 4. | Place of Service | : | Vyttila Mobility Hub in Vyttila, Ernakulam District, Kerala,  |
| 5. | Scope of service | : | Supply, installation and maintenance of the advertisement panel/fixtures display of advertisements in the premises of Vyttila Mobility Hub. |
| 6. | Period of service | : | 3 years |
| 7. | Const of Tender document | : | Rs. 5000/- + 5% VAT |
| 8. | Date of issue of tender documents | : | From 27.07.2016 to 11.08.2016 during working hours between 10.a.m. to 4 .p.m. on Government working days. |
| 9. | Pre bid meeting | : | N.A |
| 10. | Tender document issuing authority | : | Managing Director, Vyttila Mobility Hub Society, RSAC Road, Vyttila, Kochi-19 |
| 11. | Last date of receipt of tender | : |  12.08.2016 on or before 03.00pm. And opening will be on the same day at 3.30 pm |
| 12.  | Place and mode of submission of tender | : | At the office of Vyttila Mobility Hub Society, Second Floor, Sreevalsam, RSAC Road, Vyttila P.O. Pin-682019 through Indian Speed post/registered post.  |
| 13. | Tender receiving authority | : | Vyttila Mobility Hub Society, Sreevalsam, RSAC Road, Vyttila-19. |
| 14. | Earnest Money deposit | : | Rs. 50,000/- in the form of crossed Demand Draft from a Scheduled/Nationalised 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. | Upfront amount | : | To be quoted by Bidder |
| 17. | Mobilisation period | : | 7 days from the date of Letter of Acceptance |

**NOTICE INVITING TENDER**

Tender No. **VMHS/A1/451/2016**

**1. INTRODUCTION:**

Bus Terminal at Vyttila located at Vyttila, Kochi is part of the proposed Vyttila Mobility Hub. Managing Director on behalf of Vyttila Mobility Hub Society invites Sealed Tenders from advertising agencies for the right to advertise in the designated places in the premises of Vyttila Mobility Hub. The location where the advertisements can be placed/put up and its type are annexed with this document.

**2. ELIGIBILITY:**

a) Bidder must have experience of minimum 1 year

 b) Must have taken advertising works worth Rs. 5 Lakhs / financial year

 ( Proof for the above such as copies of work order/agreement must be enclosed in the Sealed envelope with writing “Technical bid”

**3. THE BID :**

 Vyttila Mobility Hub Society(VMHS) is desirous to allocate designated places for advertising in the premises at the Vyttila Mobility Hub Bus terminal as per the Annexure of this tender document. The Bidder shall quote rates for the right for putting up and maintaining the advertisements as specified in the tender document for a period of 3 years. Ground work, frame work, fixing work, civil works, connected electrical works or any other type of work required for display of advertisement shall be done by the Bidder at their own cost. VMHS does not undertake to provide any modification/addition in the structures to enable the bidder to do the work.

 Sealed bids in two cover shall be submitted.

4. **DATE, TIME AND PLACE OF SUBMISSION OF TENDER:**

 Tender in sealed envelope marked as "Tender for Advertisement rights at Mobility Hub” shall be submitted to the office of Vyttila Mobility Hub Society, “Sreevalsam”, RSAC Road, Vyttila, Kochi, Kerala Pin 682019 on or before 12.08.2016 at 3.00 P.M. The filled tender **documents should be submitted to VMHS by Indian Speed Post or registered post at the address stated above. Tender will not be accepted directly or through courier service.** Every sealed tender must be accompanied by an earnest money deposit (EMD) of Rs. 50,000/- in the form of crossed Demand Draft from a Scheduled/Nationalised bank in favour of “Managing Director, Vyttila Mobility Hub Society” payable at Ernakulam.

 This envelope shall contain two separate sealed envelopes.

 1. Sealed envelope with writing “Technical bid” containing eligibility documents as mentioned in clause 2 and EMD.

 2. Sealed envelope with writing “Financial bid” containing financial bid.

Technical bids shall be opened on 12.08.2016 day at 3.30 PM in the presence of Bidders who are present. Financial bids of qualified Bidders will be opened either then itself or subsequently after finalization of pre-qualification as decided by MD,VMHS.

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

 Managing Director

Vyttila Mobility Hub Society

**GENERAL INSTRUCTIONS TO BIDDERS**

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

Vyttila Mobility Hub Society.

“Sreevalsam”

RSAC Road

Vyttila, Kochi – 682019

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

On or before 3 PM on 12.08.2016. Tender shall be submitted only through the Speed post or Registered post of India post.

**3.0 Submission of Tender :**

 **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 "Tender for Advertisement rights at Mobility Hub” and addressed to Vyttila Mobility Hub Society, “Sreevalsam”, 2nd floor, RSAC 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.**

**3.1 Submission of sealed Technical bid.**

 Following documents to be submitted with sealed technical bid

1. Introduction & background of the tenderer.
2. Self attested copy of Certificate of Incorporation, Memorandum of Association and Articles of association in the case of a company.
3. Power of attorney if signed by an authorized representative
4. Self attested copy of partnership deed if the tenderer is a partnership firm.
5. Self attested copy of PAN card.

 (vii) Details of Experience in similar projects/works.

 (viii) Details of Major Employers.

 (ix) Duly executed affidavit in non judicial stamp paper of value Rs.200/- in the prescribed format.

 (x) Duly executed Preliminary agreement in judicial stamp paper of value Rs.200 in the prescribed format

 (xi) EMD in the form of crossed demand draft of Rs. 50,000/- drawn from a Scheduled/Nationalized Bank in favour of Managing Director, Vyttila Mobility Hub Society, payable at Ernakulam.

 **3.2 Submission of sealed Financial Bid**

 (i) The sealed financial bids shall be submitted in the format attached.

 (ii) There shall be no overwriting on the amount in the bid

 4.0 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.

5.0 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.

6.0 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 and 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.

7.0 All corrections, scoring and alterations shall be attested by full signatures of the Bidder.

8.0 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 the 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. A self attested copy of the constitution of the firm with names of all partners shall be furnished. In the case of Company, a self attested copy of the Certificate of Incorporation and article of association shall be furnished.

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

10.0 The tender should be accompanied by a preliminary agreement and affidavit in the format attached, duly filled & signed by the tender in a stamp paper of value Rs.200/- each.

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

11.1 The tender documents are not transferrable.

12.0 **Earnest Money Deposit :**

12.1 Earnest Money of Rs.50,000/- accompanying the tender will be accepted only in the form of crossed Demand draft drawn from a Scheduled/Nationalised Bank in favour of Managing Director, Vyttila Mobility Hub Society payable at Ernakulam.

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

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

12.4 If the applicant fails to remit the upfront amount quoted and to commence the work within 15 days from receipt of intimation for mobilization from Managing Director, VMHS, the facility will be entrusted to any other Bidder at the risk and cost of the selected bidder. EMD will also be forfeited.

12.6 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 successful applicant and the EMD of others will be returned after finalization of the contract.

12.7 **Security Deposit:**

 The EMD of the selected bidder will be retained with VMHS as Security Deposit and will be released without interest upon satisfactory completion of the contract period.

13.0 **Upfront amount:**

 **The Bidder shall quote the upfront fee for the entire contract period of three years. The amount quoted shall be exclusive of Service Tax and Service tax as applicable shall be paid in addition to the amount quoted.**

 **The selected Bidder shall deposit upfront fee along with applicable service Tax in single lump sum in the form of Demand Draft** drawn in favour of Managing Director, Vyttila Mobility Hub Society payable at Ernakulam from a Scheduled/Nationalised Bank. Cheques and Bank guarantee are not acceptable. The upfront amount along with Service Tax shall be remitted within a period of 15 days from receipt of Letter of award of work from Managing Director, Vyttila Mobility Hub Society. Failure in remitting the amount will result in blacklisting of bidder and the forfeiture of the EMD and the work will be rearranged at his risk and cost.

1. **Period of Agreement :**

An agreement shall be signed upon remittance of the upfront fee as per the format furnished by the VMHS. The cost of the stamp paper and registration charges if required shall be borne by the Bidder.

15.0 **Bid Evaluation**

 The eligibility of the bidder will be assessed based on the documents furnished in the sealed envelope with writing “Technical bid” containing eligibility documents. The financial bids of the bidders found eligible will only be opened subsequently, which will be intimated.

1. **Selection process**
2. The bids will be considered if only necessary EMD is furnished as specified.
3. Only those Bidders who submitted the technical bid with all supporting documents will be considered for evaluation of their price bids.
4. The Bidder who quotes the highest upfront amount will be awarded the project and shall remit the upfront amount and enter into an agreement with Vyttila Mobility Hub Society for supply, installation and maintenance of the Advertisement in the specified area of VMHS.
5. **Period of contract:**

The contract would be for a duration of 3 years including the mobilisation period and the date of commencement of contract will be specified in the agreement. 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, Vyttila Mobility Hub Society.

1. 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 service without interruption.
2. 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 fulfil 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 upfront fee 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.
3. 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.
4. **Laws and Disputes**

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

Special Conditions of Contract

1. Displaying advertisments in area not specified in the tender is totally restricted.
2. The bidder shall pay all applicable taxes including advertisement tax to the local body.
3. The bidder shall ensure that the all the required statutory sanctions and permissions are obtained before installing and exhibiting advertisements.
4. The bidder shall pay all fee, taxes and any other cess required to be paid in connection with installation and exhibition of advertisements.
5. Bidder who quotes the highest upfront amount will be selected for carrying out the advertisement in the specified area.
6. **The selected bidder shall at their own cost do the Ground work, frame work, fixing work, civil works, connected electrical works or any other type of work required for display of advertisement. VMHS does not undertake to provide any modification/addition in the structures to enable the bidder to do the work.**
7. **The frames/poles and fixtures in which advertisements are presently displayed at the premise of Mobility Hub do not belong to employer but to the present contractor and he reserves the right to remove the same.**

(7) The selected bidder shall not cause to display negative advertisements of the nature given below:

1. Nudity
2. Racial advertisements or advertisements propagating caste, community or ethnic differences.
3. Advertisement promoting drugs, alcohol, cigarette or tobacco items.
4. Advertisement propagating exploitation of women or child.
5. Advertisement having sexual overtone.
6. Advertisement depicting cruelty to animals.
7. Advertisement depicting any nation or institution in poor light.
8. Advertisement casting aspersion of any brand or person.
9. Advertisement banned by the advertisement council of India or by law.
10. Advertisement glorifying violence.
11. Destructive devises and explosives depicting items.
12. Sweepstakes entries and slot machines related advertisements any psychedelic, laser or moving displays.
13. Advertisement of weapons and related item (such as firearm parts and magazines, ammunition, etc).
14. Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
15. Advertisements which may be obscene or contain pornography or contain an “Indecent Representation of Women” within the meaning of the indecent representation of women (Prohibition) Act 1986.
16. Advertisements linked directly or indirectly to or include description of items. Goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the drugs and cosmetics Act, 1940 the Drugs And Magic Remedies (Objectionable Advertisements) Act 1954 the Indian Penal Code, 1860 or any other items considered inappropriate by the MD,VMHS.
17. Electricity required for illumination of advertising will not be provided by VMHS. Separate electric connection shall be taken by the bidder from KSEB for the purpose of the assigned work and the bills shall be cleared by the agency directly.
18. Bidders, before quoting the rates, shall see the area of VMHS to assess the potential/prospects and understand the problems of the site. No claim in this regard after the opening of the bid will be entertained.
19. VMHS will not be responsible for assurance of business.
20. Successful Bidders shall execute an agreement with VMHS for taking up the work as in tender. Cost of stamp paper and registration expenses, if applicable, shall be borne by the bidder.
21. Even if the bidder is unable to continue the assigned work for the allotted period of three years for no fault of VMHS, the upfront amount remitted shall not be refunded by VMHS.
22. As and when the construction work of the Second phase of the Vyttila Mobility Hub project or Metro Rail Station is commenced, MD,VMHS will be free to require the bidder to remove any number of advertisement display board/fixture to facilitate the construction and the bidder shall do the same at his own cost. The Pro-rata compensation for the advertisement space thus lost/reduced shall be paid to the contractor after assessing the space and period lost. The decision of the Managing Director, VMHS in this regard shall be final.
23. VMHS may invite fresh tenders if required for identifying advertising agencies for advertising the other areas of Vyttila Mobility Hub. It is not binding to award such advertisements to the same bidder and bidder will have no claims in this regard. The rights of the bidder shall be limited to the area specified.
24. The VMHS reserves the right to cancel the bid without assigning any reason what so ever and the decisions of Managing Director, VMHS shall be final.
25. The right of Bidder is restricted to the area earmarked for advertisement in the bus terminal. The Bidder shall not display or allow displaying advertisement in any other area in the premises of the Mobility Hub.
26. The bidder shall not exhibit or cause to exhibit any advertisement in the designated area having obscene or objectionable contents which are opposed to public policy. In case of any dispute regarding the nature of content, the decision of MD, VMHS shall be final.
27. The area of Vyttila Mobility Hub shall always be kept clean. If any damages/unclean area is found due to the performance of the bidder, a penalty will be decided by the MD, VMHS. The decision of MD, VMHS shall be final and binding.
28. The bidder shall not subcontract the right to advertise assigned to any other person or firm.
29. No additions or alterations in the premises will be made without the permission of MD, VMHS.
30. The work of fixing/installing the frames/poles for display of advertisement shall be carried out under the supervision and in accordance with the directions of the VMHS Engineer.
31. The selected bidder shall indemnify the VMHS for the designated Advertising Device and activities located in the premise of VMHS. The selected bidder shall indemnify the VMHS and expenses which may be brought against, or made upon the VMHS which arises as a result of the installation of an Advertising Device. The selected bidder shall keep VMHS indemnified against all actions, Proceedings, Claims, demands, cost losses damages and expenses which may be brought against, or made upon the VMHS which might arise from the existence/installation of such Advertising Device. The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of device/advertisement and the consequential claim shall be borne by the advertiser who will also indemnify and consequential claim shall be borne by the advertiser who will also indemnify and safeguard the in respect of any such claim or claims.
32. All necessary permits/licence for the execution of work from authorities shall be obtained by the Bidder. VMHS shall be relieved of any responsibility of non compliance.
33. Area/ location, size and type of advertisement and number of units shall be as specified in the Annexure I(a) to I (f). The bidder shall be free to seek assistance from the office of VMHS to identify the designated spaces. The bidder shall also be free to design the supporting frames of the advertisement panel. However, prior approval of the MD,VMHS shall be obtained.

**TECHNICAL BID**

Name of the Bidder              :

Office Address                       :

Tel. No                                     :

Email address                   :

PAN No                                     :

Name of authorized representative (s)           :

1. Earnest Money deposit   : DD No………………………………dated…………………….drawn on Bank………… …………………………………………………………
2. Introduction and Back ground of firm: Enclosed/Not enclosed
3. Details of experience:

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Name & address of the employer organization | Period of Contract | Amount of contract |
| From | To |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

(Self attested copy of work order/agreement to be attached) (attach additional sheets if required)

Self Attested Copy of PAN : 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 of the bidder with seal

                             Name of the bidder:

Date:

**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 cases are 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 August 2016 Between ……………………………….., Managing Director, Vyttila Mobility Hub Society (Hereinafter called VMHS on one part) and Shri ……………………………………………………………… (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“Right to Advertise at designated space in the premise of Vyttila Mobility Hub”, and where as in the notice inviting tenders it is stated that, the upfront fee quoted 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 upon 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 viz Right to Advertise at designated space in the premise of Vyttila Mobility Hub“.
3. If the bidder does not come forward to remit the quoted amount 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.
4. 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… ………………………………………………