



SACHIVALAYA GYMKHANA

6, General Jagannathrao Bhosale Marg, Opp. Mantralaya, Mumbai-400 032.

Website :- <https://www.sachivalayagymkhana.com>

Email :- sachivalayagym@rediffmail.com

Phone :- 022-22024650 /51

सचिवालय जिमखान्याचे उपहारगृह चालविण्यासाठी कंत्राटदाराची नेमणूक करण्यासाठी निविदा.

Tender for appointment of contractor for running Canteen in Sachivalaya Gymkhana.

Tender No. :- SG/1989/Canteen/2019

Non transferable

Date : 29th Aug. 2019

SACHIVALAYA GYMKHANA

Tender No. SG/1989/Canteen/2019

Manager, Sachivalaya Gymkhana, Mumbai on behalf of Sachivalaya Gymkhana invites tenders in two envelope system from eligible bidder for the appointment of contractor for running Canteen in Sachivalaya Gymkhana. The Tender Notice is also being published in the local daily news papers / MT.

Interested eligible Tenderers may obtain further information of scope of services and other terms and conditions applicable for procurement of above items from the official website :-

<https://www.sachivalayagymkhana.com>.

TENDER SCHEDULE

All bid related activities (Process) like Tender Document Download, bid preparation, bid submission and submission of EMD and other documents will be governed by the time schedule given under Key Dates below :

Date of commencement of sale of Tender document/ Download	: 29/08/2019
Last date & time for sale & submission of tender document :	: 06/09/2019 at 18.00 hrs.
Date and time of opening of Envelope No.1	: 09/09/2019 from 18.00 hrs. to 12.00 hrs.
Address for communication	: SACHIVALAYA GYMKHANA, 6, Gen. Jagannathrao Bhosale Marg, Opp. Mantralaya, Mumbai- 400 032.

A complete set of tender documents may be downloaded by interested eligible tenderer .
The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.
Sachivalaya Gymkhana reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto.
Interested tenderer may submit full tender along with non refundable tender fees of Rs. 10,000/- (Rs. Ten thousand only) Sachivalaya Gymkhana by Demand Draft drawn in the favour of SACHIVALAYA GYMKHANA.

Manager
Sachivalaya Gymkhana, Mumbai

CONTENTS

Clause No.	Clause	Page No.
1	Introduction	4
2	Eligibility criteria	4
3	Cost of bidding	5
4	Clarification of tender document	5
5	Amendment of tender document	5
6	Submission of tender	5
7	Deadline for submission of tenders	7
8	Opening of tenders	7
9	Period of validity of tenders	7
10	Earnest Money Deposit	8
11	Prices	8
12	Evaluation of tenders	9
13	Post qualification	9
14	Royalty & Contract agreement	9
15	Award of contract	10
16	Default clause/ cancellation of failure to supply	10
17	Force Majeure	10
18	Confidentiality	11
19	Corrupt or Fraudulent practices	11
20	Disputes	12
	Annexure A - Schedule of Requirements	13
	Annexure B- Terms & Conditions for Contractor in Marathi	14
	Annexure - 1 Tender Form	17
	Annexure - 2 Proforma for Past Performance Statement	18
	Annexure - 3 Contact Details Form	19
	Annexure - 4 Food Items & their rates	20- 23
	Annexure - 5 Format for Security Deposit	24
	Annexure - 6 Format of Price Bid	25
	Annexure - 7 Facilities & Property of Sachivalaya Gymkhana	26

Tender for appointment of contractor for running Canteen in Sachivalaya Gymkhana.

1 Introduction

- 1.1 The Manager, Sachivalaya Gymkhana, Mumbai, hereinafter referred to as a “Purchaser” invites tender in two Envelop systems for services specified in **Annexure-I** Schedule of Requirements, for the Sachivalaya Gymkhana.
- 1.2 **Interested eligible Tenderer may obtain further information of scope of services and other terms and conditions applicable for procurement of item from our website :<https://www.sachivalayagymkhana.com>**
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 Tender document will be down loaded online from our website :<https://www.sachivalaya gymkhana.com> and submitted physically in our office along with with tender fees of Rs. 10,000/- (Rs. Ten thousand only). This fee should be paid separately. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document.
- 1.5 The scope mentioned in the Tender are only approximate estimated quantities. Sachivalaya Gymkhana, reserves the right to increase or decrease the scope of services, to be purchased without assigning any reason thereof.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint to the Manager, Sachivalaya Gymkhana before price bid opening along with deposit of Rs. 1,00,000/- (Rs. One lac only) in the form of Demand Draft drawn in favour of Sachivalaya Gymkhana, Maharashtra payable at Mumbai. This issue will submit to a committee of Office Bearers along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Office Bearers committee. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.
- 1.7 The authorization letter of the authorized person issued by the tenderer should be produce when and were asked by the purchaser

2 Eligibility criteria for this Tender :

- 2.1 Bidder should have valid registration under Maharashtra shops & Establishments Act 1948 for running staff canteen/ restaurant/ mess.
- 2.2 The eligible Bidder must have minimum continuous 4 consecutive years of experience

in last 7 financial years running staff canteen/ restaurant/ mess with annual average turnover of minimum Rs. 50 lakh in those 4 years.

- 2.3 Bidder is not allowed to participate in consortium.
- 2.4 The bidder should poses license under Food, Safety and Standard Act 2006 (Xerox copy alongwith submission of bid)
- 2.5 Tenders are not allowed from firm which found guilty of malpractice, misconduct, or blacklisted/ debarred either by Govt. of Maharashtra or by any local authority and other State Government /Central Government's organizations.
- 2.6 The bidder should have GST registration.Copy of registration Certificate should be attatech with tender document.
- 2.7 The contractor shall be liable for any liabilities that may arise in future as regards provided fund (P.F) and ESIC.
- 2.8 The purchaser reserves rights for sight visit of the tenderer's on going projects in food/catering work places without prior intimation to the tenderer. The observation made while visit will be taken into consideration to accept or reject the tender.**

3 Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of their tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4 Clarification of tender documents

A prospective bidder requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. The prospective bidder requiring any clarification after the last date will not be entertained.

5 Amendment of tender document

- 5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Addendum/Corrigendum.
- 5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender.
- 5.3 To give prospective Tenderer reasonable time in which to take the amendment into account in preparing theirs, the purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the purchaser will notify all tenderer by placing it on website of the extended deadline and will be binding on them.
- 5.4 Experiencing the over all performance of the tenderer of 3 years the purchaser reserve rights to extend the tender period for maximum of 2 years.**

6

Submission of tenders:

Tender should be submitted on or before last date of submission. Tender should be submitted physically in two separate Envelops mentioning **Technical Bid in envelop no.1 & Commercial bid in envelop no. 2**. The Tender fee of Rs.10,000 /- DD in favour of Sachivalaya Gymkhana should invariably be submitted along with tender document in Envelop 1 of only.

6.1 Late tender:

Late submission of tender documents/ Tender fees on any ground shall be rejected. for e.g. Delay due to Post or any other reason.

6.2 Envelope No.1 (Technical Bid):

Technical offer must be submitted physically in Sachivalaya Gymkhana office as per the instructions on the portal. (Technical Bid): Technical offer must be submitted.

The tenderer must submit the following documents along with the tender.

1. Tender Form as per Annexure-1.
2. The instruments such as Power of Attorney, Resolution of Board etc. authorizing an officer of the tenderer.
3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
4. Registration under the Maharashtra Shops & Establishments Act 1948 for running staff canteen/restaurant/mess or registration under Udyog Aadhar.
5. GST Clearance Certificate up to 31st March, 2019 or the latest copy of the GST Return submitted.
6. Affidavit on non-judicial stamp paper of Rs.500/-regarding the firm has not been found guilty of malpractices, misconduct, or blacklisted/debarred for the quoted product by any govt. or non govt. organization.
7. Bidders complete information and evidential documents on ownership must be submitted (as per format in Annexure-3 provided in the tender documents) (use extra sheet, if required)
8. Other relevant documents required as per tender terms & conditions.
9. Income Tax return statement of last 3 financial years.
10. Past performance as per clause 2.2 of tender document in the form of proforma prescribe in annexure.2
11. Copy of license under Food, Safety & standard Act 2006 (Xerox copy)
12. EMD – Bank guaranty in favour of Sachivalaya Gymkhana from Nationalise or

schedule Bank and valid for 165 days.

6.3 Envelope No. 2 (Commercial Bid):

- (a) Commercial bid must be submitted **physically** as per the instruction on the portal.
- (b) Rates should be quoted in the Price Schedule Annexure- 6 only.
- (c) The quotation quoted by the tenderer should not be less than the unit size mentioned in Annexure - A

7 Deadline for submission of tenders

- 7.1 For Submission of tender tenderer must completely follow the schedule of the tender as prescribed in schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender documents regarding the extension of the tender deadline the purchaser keeps the rights reserved.

8 Opening of tender :

For opening of tender documents atleast 3 tenderers should participate.

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

8.1 Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representative through tendering procedure. The procedure of Opening of Envelope No. 1 will be put on hold for 15 minutes from the schedule time for any bidder to be present.

8.2 Opening of Envelope No.2

This envelope containing offer of bidder to pay Royalty in proforma as per Annexure-6 shall be opened after opening of Envelope No.1 (Technical bid). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated electronically by the purchaser separately to the eligible tenderers of Envelope No.1.

9 Period of Validity of tenders :

- 9.1 The tenders shall remain **valid for a period of 120 days** after the date of opening of Envelope No.1 (Technical bid). A bid valid for a shorter period shall be rejected.
- 9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid validity for the period as required by the Purchaser.

10 Earnest Money Deposit :

- 10.1 All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount specified in Annexure- A Schedule of Requirements
- 10.2 The EMD shall be submitted in the form of Bank Guarantee in favour of Sachivalaya Gymkhana payable at Mumbai from any nationalized or scheduled bank and valid for 165 days from opening date of 1st bid as mentioned in the tender or the extended date if any.
- 10.3 The tenders submitted without EMD will be summarily rejected.
- 10.4 Unsuccessful tenderer's EMD will be discharged / returned within a period of 30 days after award of contract to the successful bidder.
- 10.5 Tenderer shall not be entitled for any interest on EMD / Security deposit.
- 10.6 The successful tenderer's EMD will be discharged after signing the Contractor and submitting the security deposit as stipulated.
- 10.7 The EMD shall be forfeited :
 - a) Tenderer fails to accept the purchase order.
 - b) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
 - c) In case of a successful Tender, if the tenderer fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per tender clause 14.3.

11 Rates of Item

- 11.1 The rates of the items to be supplied in the Canteens, quoted in Annexure -4.
- 11.2 In case of any enhancement in GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional Tax so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Tax, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional GST on the services supplied to the purchaser and can also claim the same in the invoice.
- 11.3 Rates of the food items mentioned in Annexure -4 may be increased only with mutual consent of the purchaser.

12 Evaluation of tenders :

- 12.1 After opening of Envelop No.1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received along with all prescribed mandatory documents.

- 12.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- 12.3 The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 12.4 Any Tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as non responsive and such tenders shall not be considered for further evaluation.
- 12.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as eligible Tender for opening Envelop No.2 in the website and Envelop No.2 (Commercial bid) of such tenderer shall be opened later, on a given date and time.

13 Post Qualification :

- 13.1 The Purchaser will further evaluate the Tenderer's financial, technical, and production capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.
- 13.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (Envelop No.1). A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

14 Royalty & Contract Agreement

- 14.1 Royalty is a amount which is to be paid per annum to Sachivalaya Gymkhana in exchange of providing food items with prescribed rates at Annexure - 4 using facilities/ property of Sachivalaya Gymkhana prescribed at Annexure -7
- 14.2 The successful tenderer shall furnish royalty to the purchaser after the Contract Agreement on Rs.500/- non-judicial stamp paper. (The cost of Stamp paper should be borne by the tenderer within 15 days) (Annexure -5).

The schedule of payment of royalty is as follows -

1 st year	40% of total royalty within 15 days from the date of Acceptance of Tender i.e. after the award of tender	30% 4 months after 1 st installment	30% 4 months after 2 nd installment
2 nd year	40% of total royalty (5% rise in royalty of previous year) at beginning of the 2 nd year	30% 4 months after 1 st installment	30% 4 months after 2 nd installment
3 rd year	50% (5% rise in royalty of previous year) at beginning of the 3 rd year	25% 4 months after 1 st installment	25% 4 months after 2 nd installment

14.3 The successful tender shall have to furnish DD/NEFT of Rs. 5.00 lakhs (Rupees Five Lakhs only) in favour of the Sachivalaya Gymkhana as **Security Deposit**.

14.4 The Royalty should be in the form of Cheque/NEFT in favour of the Sachivalaya Gymkhana.

15 Award of contract :

15.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as highest evaluated tender, provided further that the tender is determined to be qualified to perform the contract.

15.2 The Purchaser reserves the right to increase or decrease the Scope of Services to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to the Purchaser.

16 Default Clause / Cancellation on failure to supply :

If the supplier fails to commence services as scheduled or to deliver the services ordered to him within the period stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the delivery period or (b) to cancel the contract in whole or in part for the unsupplied quantities without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier.

In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied services against any orders with the purchaser or his authorized consultants/agents.

17 Force Majeure :

- 17.1 For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.2 If a Force Majeure situation arises, the supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.3 Force Majeure will be accepted on adequate proof thereof.
- 17.4 If contingency continues beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

18 Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.

- 18.1 Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

19 Corrupt or Fraudulent Practices

- 19.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 19.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract

execution: and.

- 19.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial, non competitive level; and.
- 19.4 “Collusive practice” means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender price at artificial, non competitive level; and.
- 19.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 19.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question ;
- 19.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

20 Disputes.

20.1 Resolution of dispute :

In the event of any question, dispute of differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

20.2 Arbitration :

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator appointed with mutual understanding. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the India Arbitration and Conciliation Act. 1996 and the rules made hereunder.

20.3 Governing Language :

English language version of the contract shall govern its interpretation.

20.4 Applicable Laws :

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

20.5 **Indemnification :**

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

20.6 **Jurisdiction**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

ANNEXURE –A

Schedule of Requirements:

Sr. No.	Item description	Amount (Rs.)
1	EMD for running canteen in Sachivalaya Gymkhana.	50,000/-
2	Item description offer of the bidder to pay Royalty to Sachivalaya Gymkhana which should not be equal or less than	25,00,000/-

ANNEXURE –B

उपहारगृहाच्या ठेकेदारास उपहारगृह चालविताना पाळावयाच्या महत्वाच्या सूचना/ अटी व शर्ती

1. यशस्वी ठेकेदारास प्रथम अनामत रक्कम म्हणून रु. ५,००,०००/- इतकी रक्कम द्यावी लागेल, ही अनामत रक्कम बिनव्याजी राहिल व करारनामा कालावधी संपल्यानंतर परत करण्यात येईल.
2. उपहारगृहाला आवश्यक असलेले अन्न सुरक्षा व मानके अधिनियमांतर्गत परवाने / नोंदणी अन्न व औषध प्रशासनाकडून परस्पर मिळवावे लागतील व त्याचा खर्च खाद्यपेय प्रबंधक स्वतः परस्पर करतील. त्याचे अटी शर्ती व नियमांचे पालन करणे उपहारगृह ठेकेदारास बंधनकारक राहिल. आग प्रतिबंधक उपकरणांबाबतची व्यवस्था ठेकेदाराने स्वतः करावी.
3. उपहारगृहात तयार होणारे अन्न पदार्थ सुरक्षित व निर्भेळ असणे, ही संपूर्ण जबाबदारी उपहारगृह ठेकेदाराची राहिल. त्यासाठी तयार अन्न पदार्थ व कच्च्या अन्न पदार्थांचे नमुने अन्न व सुरक्षा प्राधिकरणाने प्राधिकृत केलेल्या **NABL** प्रयोगशाळेतून नियमित तपासणी करून घेण्याची जबाबदारी उपहारगृह ठेकेदाराची राहिल व त्यासाठी लागणारा खर्च उपहारगृह ठेकेदार स्वतः करतील व त्याचा अहवाल कार्यकारी समिती, सचिवालय जिमखाना, यांना वेळोवेळी सादर करण्यात यावा.
4. अन्न व सुरक्षा व मानके अधिनियम २००६ आणि त्या अंतर्गत नियम व नियमन २०११ च्या सर्व तरतुदींचे पालन करण्याची जबाबदारी उपहारगृह ठेकेदाराची राहिल. तसेच उक्त अधिनियमांचे अथवा नियम किंवा नियमांचा भंग झाल्यास त्यास उपहारगृह ठेकेदार जबाबदार राहिल. उपहारगृहातील आवश्यक असलेले परवाने उपहारगृह ठेकेदाराला महानगरपालिकेकडून अगर विविध प्राधिकाऱ्यांकडून परस्पर मिळवावे लागतील व त्याचा सर्व खर्च उपहारगृह ठेकेदार स्वतः परस्पर करील. तसेच शासन व महानगरपालिका इ. यांनी वेळोवेळी आकारलेले विविध कर उपहारगृह ठेकेदारास भरणे बंधनकारक राहिल.
5. उपहारगृह भागिदारीत चालवित असल्यास पंजीबद्ध भागीदारी करारनाम्याची प्रमाणित प्रत सादर करावी. तसेच एका कायमस्वरूपी नियमित उपस्थित असलेल्या व्यक्तीच्या नावे मुखत्यारपत्र (**Power of Attorney**) करावी.
6. यशस्वी उपहारगृह ठेकेदारास रु. ५००/- मुद्रांकित कोर्ट फी स्टॅम्प पेपरवर उपहारगृहाच्या वापरासंबंधीचा करारनामा करावा लागेल. सदर करारनाम्यात मुदत, अटी व शर्ती यांचा समावेश असेल व उपहारगृह ठेकेदारास त्या बंधनकारक राहतील.
7. उपहारगृहातील लागणारी स्वयंपाकाची उपकरणे उदा. स्टीलची भांडी, चीनमातीची भांडी, ताटे, वाट्या, चमचे, काटे इ. सर्व साहित्य उपहारगृह ठेकेदारास स्वखर्चाने समितीच्या मार्गदर्शक तत्वानुसार व समितीच्या प्रतिनिधींच्या पसंतीनुसार वापरावयास आणावी लागतील.
8. कर्मचाऱ्यांची उपहारगृहात नेमणूक करतांना तो उमेदवार अनुभवी, सुशिक्षित व साधारणतः उपहारगृहाकरीता आवश्यक असलेले प्रशिक्षण घेतलेला मराठी भाषा लिहिता वाचता व बोलता येणारा असावा.
9. उपहारगृहातील कर्मचाऱ्यांच्या बाबतीत तक्रार प्राप्त झाल्यास त्याची सर्व जबाबदारी उपहारगृह ठेकेदारांना खुले ठेवावे लागेल. परंतु सेवेच्या बाबतीत जिमखाना सदस्यांना सेवा देण्यासाठी इतर व्यक्तींपेक्षा प्रथम प्राधान्य, तसेच जेवणावर २०% आणि नाष्ट्याच्या पदार्थांवर ३५% सूट द्यावी लागेल.
10. उपहारगृहातील संपूर्ण व्यवस्था अन्न सुरक्षा व मानके नियमानुसार तसेच स्वच्छता व आरोग्यदायी व्यवस्था ठेवणे ही जबाबदारी उपहारगृह ठेकेदाराची राहिल. तसेच, उपहारगृहात काम करित असलेल्या कर्मचाऱ्यांची वैद्यकीय तपासणी दर ३ महिन्यांनी करण्यात यावी व तसे प्राप्त झालेले प्रमाणपत्र कार्यालयास सादर करण्यात यावे.

११. उपहारगृहाची वेळ किमान सकाळी ९.०० ते रात्री ९.३० वाजेपर्यन्त असेल.
१२. उपहारगृहातील सर्व सुचनाफलक व दरपत्रके, बिल इत्यादी मराठीतच असणे उपहारगृह ठेकेदारा स बंधनकारक आहे.
१३. उपहारगृहात ठेवलेल्या कर्मचाऱ्यांना ओळखपत्रे छायाचित्रासह, त्याला उपहारगृह ठेकेदारा ने पुरविलेल्या पोशाखासह लावणे बंधनकारक राहिल. सदर पोशाखाचे स्वरूप व रंग तसेच ओळखपत्राचे स्वरूप व रंग हा सचिवालय जिमखाना प्रतिनिधीकडून मंजूर करून घेणे व दिलेला पोशाख नेहमी स्वच्छ राहिल याची दखल घेणे उपहारगृह चालकास बंधनकारक राहिल. तसेच सदर समिती करारनाम्यातील अटी व शर्तीचे तसेच वेळोवेळी दिलेल्या सूचनांचे नीट पालन होते किंवा नाही याचीही संबंधीत अधिकारी तपासणी करतील व उपरोक्त बाबींसाठी येणारा खर्च उपहारगृह ठेकेदार स्वतः करतील.
१४. उपहारगृह ठेकेदार उपहारगृहातील खाद्यपदार्थांचे व जेवणाचे दर कार्यकारी समितीच्या पूर्व मान्यतेशिवाय एकतर्फी परस्पर वाढविता येणार नाही व खाद्यपदार्थांचे व जेवणाचे दर परस्पर वाढविल्यास ते दंडास पात्र राहिल. सदर दंडाची रक्कम कार्यकारी समिती ठरविल त्याप्रमाणे भरणे बंधनकारक राहिल.
१५. उपहारगृहाच्या करारनाम्याची मुदत संपल्यानंतर सदर जागेचा ताबा शांततेने कार्यकारी समितीकडे कोणतेही कारण न दाखविता देणे उपहारगृह ठेकेदारास बंधनकारक राहिल.
१६. उपहारगृहामध्ये उपहारगृह ठेकेदारा ने काम करण्यासाठी नेमलेल्या कर्मचारी, स्वयंपाकी, कक्षात सेवा पुरविणारे कर्मचारी व व्यवस्थापनेतील कर्मचारी यांना कक्षात तसेच कोणत्याही परवानगी नसलेल्या जागेचा वापर निवासासाठी करता येणार नाही. उपहारगृह ठेकेदाराकडील कोणताही कर्मचारी अनधिकृत वास्तव्य केल्याचे निदर्शनास आल्यास दंडात्मक कार्यवाही उपहारगृह ठेकेदारावर करण्यात येईल व सदरचा दंड सुरक्षा अनामत रक्कमेतून वळती करण्यात येईल.
१७. उपहारगृहासाठी स्वतंत्र विजेचे मीटर असल्याने त्याचे मासिक देयक वेळेवर भरण्याची जबाबदारी उपहारगृह ठेकेदाराची राहिल.
१८. सचिवालय जिमखाना व उपहारगृहासाठी वापरण्यात येणाऱ्या पाण्याचे मीटर एकच असल्याने पाणी देयकाच्या ५०% रक्कम ठेकेदाराने प्रतिमाह प्रत्येक महिन्याच्या ५ तारखेपर्यंत जिमखान्याकडे देणे बंधनकारक राहिल.
१९. स्वामित्व धनाच्या रक्कमेत प्रतिवर्ष ५ % वाढ ठेकेदाराला द्यावी लागेल. तथापि याबाबत अंतिम निर्णय जिमखाना कार्यकारिणीचा राहिल.
२०. उपहारगृहामध्ये उडूवलेल्या कोणत्याही प्रकारच्या तक्रारीला कंत्राटदार जबाबदार राहिल.
२१. उपहारगृहात खाद्य पदार्थ, चहा व भोजन तयार करण्याकरीता उत्कृष्ट दर्जाचे (Branded) पदार्थ असावे.
२२. उपहारगृहाच्या परिसरात धुम्रपान, मादक पदार्थ, दारु पिणे, थुंकणे इत्यादीबाबत प्रतिबंध घालण्यात यावा. असे प्रकार दिसून आल्यास सचिवालय जिमखाना मार्फत कडक कारवाई करण्याचे अधिकार सचिवालय जिमखानाने राखून ठेवले आहेत.
२३. उपहारगृहात कायम पुरेसा कर्मचारीवृंद असावा. कर्मचारी अभावी सेवांवर कोणत्याही प्रकारचा परिणाम होता कामा नये.
२४. परिपूर्ण नसलेल्या /बिना स्वाक्षरीसलेल्या निविदा ग्राह्य धरल्या जाणार नाही.
२५. कंत्राटदाराने विहित कालावधी पूर्ण न करता कंत्राट सोडून दिल्यास अथवा अटी व शर्तीचा भंग केल्यास पुर्व सूचना न देता करार समाप्त करण्यात येवून अनामत रक्कम जप्त करण्याबाबतचे अधिकार सचिवालय जिमखानाने राखून ठेवले आहेत.

२६. कंत्राटदाराने उपहारगृहात काम करीत असलेल्या कर्मचारी यांच्या आस्थापनाविषयक बाबी हे शासनाच्या विविध धोरणानुसार हाताळाव्यात. उदा. बालकामगार काम करणार नाहीत इ.
२७. सद्यस्थितीत सचिवालय जिमखान्याद्वारा मान्य केलेल्या दरानुसारच खाद्यपदार्थांचे दरपत्रकाप्रमाणे खाद्य पदार्थांचे वितरण करण्यात यावे.
२८. शासन व बृहन्मुंबई महानगर पालिकेने वेळोवेळी घोषित केलेल्या नियमानुसार कचरा व्यवस्थापनाबाबत कार्यवाही करावी लागेल.

ANNEXURE -1

Tender Form

Name & Address of Contractor:

To,
The Manager,
Sachivalaya Gymkhana
Mumbai.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the service under the above-named Contract in full conformity with the said tender document and our financial offer is submitted in Envelop No.2 which is made part of this tender.

We undertake, if our tender is accepted, to deliver the good in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submitted the security deposit in the form, in the amount, and within the time specified in the document.

We agree to abide by this Tender Validity Period specified in the tender document and it shall remain upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender, shall constitute a binding Contract between us,. We understand that you are not bound to accept the highest or any tender you may receive.

Signed :

Date :

In the capacity of

Duty authorized to sign this bid for and on behalf of

Signature & stamp of tenderer

Note : This form must be signed & Stamped in original to be submitted to this office along with 1 affidavits on or before sale close of tender.

ANNEXURE -2

PROFORMA FOR PAST PERFORMANCE STATEMENT

Sr. No.	Name and address of the service purchaser	Order No & Date	Yearly turnover	Date of completion as per contract

Note :-

In support of above statement, enclosed the copies of supply orders and client's satisfactory certificates

ANNEXURE -3
CONTACT DETAILS FORM

1. **NAME OF THE COMPANY**
2. **NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE**
.....
3. **COMMUNICATION ADDRESS**
-
4. **PHONE NO./ MOBILE NO.**.....
5. **FAX**.....
6. **E-MAIL.I.D.**.....

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. **NAME OF THE CONTRACT PERSON**
.....
2. **DESIGNATION**.....
3. **PHONE NO.**.....
4. **MOBILE NO.**.....
5. **E-MAIL I.D.**.....

UNDERTAKING

1. I the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rate quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the officer of the SACHIVALAYA GYMKHANA to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the service as per the directions given in the tender document/contract agreement.

Signature of the Authorized Signatory

Date :-

Place:-

Designation:

(Office seal of the Bidder)

ANNEXURE -4
FOOD ITEMS & THEIR RATES
वेळ - सकाळी ९.०० वा. ते रात्री ९.३० वा. पर्यन्त

<u>SNACKS</u>	Rates	<u>DOSA</u>	Rates
Tea	17	Sada Dosa	50
Coffee	22	Masala Dosa	61
Black Tea	17	Butter Sada Dosa	55
Milk Cup	22	Butter Masala Dosa	66
Milk 1 Glass	39	Paneer/ Cheese Sada Dosa	66
Sheera	39	Paneer/ Cheese Masala Dosa	77
Poha	39	Rava Sada Dosa	61
Upma	39	Rava Masala Dosa	72
Missal Pav	44	Maysore Sada Dosa	66
Batata Vada	39	Maysore Masala Dosa	77
Medu Vada	44	Butter Maysore Masala Dosa	88
Idli Sambar	44	Uttappa	55
Samosa (1 Pcs.)	22	Onion Uttapa	66
Samosa (2 Pcs.)	39	Tomoto Uttapa	66
Bread Patis	61	Cheese/ PNR Uttapa	77
Omlet (Double)	50		
Egg Bhurji	55		
Egg Boiled (2 Pcs)	33	<u>CHAT</u>	Rates
Pav (1 Pcs)	6	Sukka Bhel	33
Bread (1 Pcs)	5	Gila Bhel	44
<u>FASTING FOOD</u>	Rates	Shev Puri	39
Sabudana Vada	44	Green Salad	44
Sabudana Khichadi	44		
Fingar Chips	55		
French Fries	66		
<u>SANDWICH</u>	Rates	<u>MAIN COURSE 20% DISCOUNT</u>	
Veg. Sandwich	44	Maharashtra Thali	88
Veg. Tost Sandwich	50	Special Veg. Thali	121
Veg. Cheese Sandwich	55	Egg Thali	110
Veg. Grilled Sandwich	83	Chicken Thali	165
Veg Cheese Grilled Sandwich	95	Surmai Thali	176
Pav Bhaji	100	Prawns Thali	176
Pav Bhaji Special	121	Promfret Thali	APS
Cheese Pav Bhaji	121	Mutton Thali	275
Maska Pav	13	<u>VEG</u>	
Bread Butter	28	Veg. Kolhapuri	99
Tost Butter	33	Veg. Hydrabadi	99
Egg Omlet Sandwich	50	Veg. Kadai	110
Egg Omlet Tost Sandwich	55	Veg. Handi	121
		Paneer Tikka Masala	132
		Paneer Palak	132
		Paneer Butter Masala	132
		Paneer Masala	132

		Aloo Mutter/ Aloo Palak	88
<u>VEG</u>		<u>NON-VEG</u>	
Alu Methi/ Aloo Jeera	88	Chicken Masala	110
Paneer Mutter	132	Chicken Kadai	138
Mix Veg.	99	Chicken Handi	138
Dum Aloo Punjabi	110	Butter Chicken	138
Baby Corn Mushroom Masala	132	Chicken Tikka Masala	149
Mushroom Masala	132	Chicken Sukha	138
Mushroom Kadai	132	Chicken Sagwala	132
Lasuni Palak	110	Chicken Kolhapuri	132
Lasuni Methi	110	Chicken Do Pyaza	132
Veg. Kurma	121	Chicken Rasoi	132
Shahi Paneer Kurma	132	Chicken Banjara Masala	160
Paneer Kolhapuri	132	Chicken Adraki	138
Paneer Bhurji	132	Chicken Reshmi Masala	165
Paneer Handi	143	Chicken Moglai	154
Paneer Kadai	143	Chicken Bonless Masala	143
Paneer Lagiz	143	Surmai Masala	154
Veg. Hariyali	132	Prawns Masala	149
Veg. Chat Patta	121	Promfret Fry	APS
Paneer Chatpatta	132	Surmai Fry	121
Methi Mutter Malai	121	Prawns Fry	132
Veg. Jalfrezi	121		
Veg. Makhanwala	121	<u>RICE</u>	
Veg. Lagiz	132	Steam Rice	66
Green Peas Masala	121	Veg. Pulao	88
Veg. Rasoi	121	Green Peas Pulao	110
Veg Chilly Milly	121	Kashmiri Pulao	121
Shevbhaji	99	Paneer Pulao	121
Dam Aloo Kashmiri	110	Palak Khichadi	99
Dal Makhani	99	Dal Khichadi	83
Dal Tadka	88	Jeera Rice/ Curd Rice	77
Dal Fry	77	Jeera Rice Fired	99
<u>INDIAN BREADS</u>	Rates	<u>BIRYANI</u>	Rates
Tandoori Roti	17	Veg. Biryani	110
Butter Roti	28	Veg. Dum Biryani	121
Naan/Paratha/ Kulcha	39	Paneer Biryani	121
Butter Naan/ Paratha/ Kulcha	50	Chicken Biryani	121
Stuffed Paratha	66	Chicken Dum Biryani	132
Bhakri	20	Chicken Hydrabadi Biryani	132
Chapati	11	Prawns Biryani	132
Puri (4 Pcs)	44	Egg Biryani	99
		Mutton Biryani	198
		Mutton Dum Biryani	220
<u>TANDOORI KABAB</u>	Rates	<u>NOODLES</u>	Rates
Chicken Tikka	143	Veg. Hakka Noodle	110
Chicken Angra Kabab	165	Veg. Schezwan Noodle	110

Chicken Pahadi Kabab	154	Veg. Singapore Noodle	154
Chicken Rasoi Kabab	165	Veg. Hong Kong Noodle	154
Chicken Reshmi Kabab	154	Chicken Hakka Noodles	110
Chicken Banjara Kabab	165	Chicken Schezwan Noodles	121
Chicken Tiranga Kabab	171	Chicken Singapore Noodles	132
Paneer Tikka	132	Chicken Hong Kong Noodles	132
Paneer Pudina Tikka	143	Mix Noodles (Chicken & Prawns)	143
<u>CHINESE CUISINE</u>	Rates	<u>GRAVY</u>	Rates
Veg. Clear Soup	94	Veg. Manchurian	110
Hot & Sour Soup	94	Veg. Hong Kong	132
Veg. Manchow Soup	94	Hot Ball Garlic	123
Chicken Clear Soup	105	Paneer Chilly	110
Chicken Sweet Corn Soup	105	Babycorn Manchurian	143
Chicken Hot & Sour Soup	105	Chicken Manchurian	132
Chicken Manchow Soup	105	Chicken Chilly	121
		Chicken Garlic	138
<u>STARTERS</u>	Rates	Chicken Schezwan	138
Paneer Chilly	110	Prawns Schezwan	143
Idli Chilly	110	Fish Chilly	165
Veg. Manchurian	110	<u>DESSERTS</u>	Rates
Chicken Chilly	131	Kheer	35
Chicken Manchurian	132	Gulab Jamun (2 Pcs.)	35
Chicken Garlic	138	Shreekhand	35
Chicken Schezwan	138	Rabadi	MRP
Chicken Salt & Pepper	138	Caramal Custard	MRP
Chicken Loly Pop	161	Chocolate Mousse	MRP
Chicken 65	138	Matka Rabdi	MRP
Prawns Chilly	143	Aamras (Rate as per Season)	
Prawns Schezwan	143		
Chicken Crispy	138		
<u>RICE</u>	Rates	<u>JUICE (No. Discount)</u>	Rates
Veg. Fried Rice	99	Mosambi	60
Veg. Schezwan Rice	110	Orange	70
Veg. Triple Schezwan	143	Pineapple	60
Veg. Manchurian Rice	132	Watermellon	60
Chicken Fried Rice	121	Cocktail	70
Chicken Manchurian Rice	143	Fresh Lime	20
Chicken Schezwan Rice	149	<u>SOFTDRINKS & BEVERAGES</u>	Rates
Chicken Triple Schezwan Rice	154	Solkadi	
Mix Fried Rice	154	Coco Cola	
Prawns Fried Rice	154	Thums Up	
Prawns Shezwan Rice	165	Sprite	
Egg Fried Rice	110	Fanta	
Egg Shezwan Rice	121	Mazza	

ANNEXURE -5
SECURITY DEPOSIT FORM
(Name of Purchase)

To:

WHERE AS(Name of Supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract No.dated, to supply.....(Description of Goods and Services) hereinafter called “the Contract”.

AND WHEREA it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THREFORE WE hereby affirm that er are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or agreement, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of20.....

Signature and Seal of Guarantors

.....

.....

Date

Address.....

.....

Annexure – 6

To,
Manager,
Sachivalaya Gymkhana,
Mumbai.

We, (Name of Bidder) owner of
(Name of company) are ready to offer Rs. * (In words) as
a royalty to sachivalaya Gymkhana for running canteen in Sachivalaya Gymkhana to
supply food items for the Rules prescribed in Annexure - 4 of this tender.

* The amount should not be equal or less than Rs. 26,00,000/- (Rs. Twenty Six lakh
only).

(Name of Bidder)
Designation and
Name & Company

Annexure – 7

Facility & Property of Sachivalaya Gymkhana

Responsibilities of Purchaser :-

(A) Constructed and Non constructed area in the premises of Sachivalaya Gymkhana as prescribed as follows

- i. Constructed Kitchen : Area 512 sq.ft**
- ii. Constructed Dinning Hall : Area 920 sq.ft**
- iii. Constructed WC : 1 nos.**
- iv. Non Constructed open premises : Area 1700 sq.ft**

(B) Furniture :

- i. Table : 22**
- ii. Ceiling Fan : 12 nos. in Dinning Hall**
- iii. Cashier Table :1**