



SACHIVALAYA GYMKHANA

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

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

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सचिवालय जिमखान्यामध्ये सजावट कंत्राटदाराची नेमणूक करण्यासाठी निविदा.

Tender for appointment of contractor as a Decorator in Sachivalaya Gymkhana.

Tender No. :- SG/405/Decorator/2023

Non transferable

Date : 2nd May, 2023.

SACHIVALAYA GYMKHANA

Tender No. SG/405/Decorator/2023

Manager, Sachivalaya Gymkhana, Mumbai on behalf of Sachivalaya Gymkhana invites tenders in two envelope system from eligible bidder for the appointment of contractor as a Decorator in Sachivalaya Gymkhana.

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	: 2 nd May, 2023.
Date of pre-bid meeting	: 9 th May, 2023 at 18.00 hrs.
Last date for sale of tender document	: 23 rd May, 2023 at 18.00 hrs.
Bid preparation and submission Period	: 25 th May, 2023 at 18.00 hrs.
Closing of Bid (By Sachivalaya Gymkhana)	: 25 th May, 2023 at 18.00 hrs.
Date and time of opening of Envelope No.1	: 29 th May, 2023 at 18.00 hrs. to 18.30 hrs.
Date and time of opening of Envelope No.2	: Will be communicated separately.
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.

The Managing Committee of Sachivalaya Gymkhana reserves the right to cancel or revise or any of all the tenders or part of tenders without giving any reasons thereto.

Interested tenderer may submit full tender along with processing fee of Rs. 10,000/- (Rs. Ten thousand only) Sachivalaya Gymkhana by Demand Draft drawn in the favour of SACHIVALAYA GYMKHANA.

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Tender for appointment of contractor in Sachivalaya Gymkhana to work as a Decorator.

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-A** for the Sachivalaya Gymkhana.
- 1.2 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.
- 1.3 Tender document will be down loaded from our website :<https://www.sachivalaya gymkhana.com> and submitted physically in our office along with processing fee of Rs.10,000/- (Rs. Ten thousand only). Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document.
- 1.4 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 is found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after the price bid opening will not be entertained.

2 Eligibility criteria for this Tender :

- 2.1 Bidder should have :-
 - 2.1.1 :- The valid registration under Maharashtra shops & Establishments Act 1948 along with the "G" form
 - 2.1.2 :- The valid registration and clearance of professional Tax.
 - 2.1.3 :- The valid registration and clearance of G.S.T.
- 2.2 The Bidder should have their own set up of erecting temporary infrastructure of at least 5000 sq. ft. and tie up with Gymkhana or Multipurpose hall located in Mumbai Municipal Corporation Area . The Bidder should have such experience of five consecutive years in last seven years.
- 2.3 Bidder is not allowed to participate in consortium or with partnership deed.

2.4 Tenders are not allowed from firm which is 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.

3 Cost of bidding

The tendere 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 tenderer 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.

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 Addenda/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.

6 Submission of tenders:

6.1 **Tender should be submitted physically,** Tender i.e. Technical Bid in envelop no.1 & Commercial bid in envelop no. 2, Along with the processing fee as required in the tender documents should invariably be submitted along with tender in the form of DD only.

6.2 Late tender offers:

Late submission of documents on any count shall be rejected summarily. Delay due to Post or any other reason will not be condoned.

6.3 Envelope No.1 i.e. Technical Bid should contain following documents :-

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. Valid Registration under the Maharashtra Shops & Establishments Act 1948 for running business as a decorator.
5. Past performance as per clause 2.2 of tender document in the form of proforma prescribe in annexure.2
6. Valid G.S.T. Registration Certificate.

7. **Affidavit on non-judicial stamp paper of Rs.100/-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. To be submitted to this office on or before sale close of tender**

8. 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).

9. Income Tax return statement of last 3 financial years.

6.4 **Envelope No. 2 (Price Bid):**

This envelop should contain offer as per Annexure- 5 only.

7 **Opening of tender :**

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 8.1 **Opening of Envelope No.1 (Technical bid)**

Envelop No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their valid representative.

8.2 **Opening of Envelope No.2**

This envelope containing offer of bidder to pay Royalty in proforma as per Annexure-5 shall be opened after opening of Envelop No.1 (Technical bid). The time and date, the changed time and date will be communicated by the purchaser separately to the eligible tenderers only.

9 **Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid.**

10 **Post Qualification :**

10.1 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.

10.2 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.

11 Responsibilities of Contractor as Decorator :

- 11.1 Decorator is having liberty to take decorating orders outside Sachivalaya Gymkhana.
- 11.2 Decorator will provide free of cost service to Sachivalaya Gymkhana as when required.

12 Responsibilities of Sachivalaya Gymkhana

Sachivalaya Gymkhana will provide Godown area measuring 500 sq.ft. inside the premises for free of cost to Decorator.

13 Royalty & Contract Agreement

- 13.1 Royalty is a amount which is to be paid per annum to Sachivalaya Gymkhana in exchange of providing free Godown area measuring 500 sq.ft. inside premises of Sachivalaya Gymkhana.
- 13.2 The successful tenderer shall furnish 40% of the total Royalty to the Purchaser within 15 days from the date of communication of Acceptance of Tender and enter into Contract Agreement on Rs.500/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.
- 13.3 Remaining 60% of the Royalty will be paid in two equal installment on 4 months interval.
- 13.4 The Royalty should be in the form of Cheque in favour of the Sachivalaya Gymkhana.

14 Award of contract :

- 14.1 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. "Whoever in long run will prove to be more beneficial either in financial or service prospect."
- 14.2 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.
- 14.3 The right to finalize the tender is reserved with the purchaser/ Managing Committee of the Sachivalaya Gymkhana and the decision of the purchaser/ Managing Committee of the Sachivalaya Gymkhana will be final and binding on the tenderer.

15 Force Majeure :

- 15.1 For the purposes of this Clause, 'Force Majeure' means at any time during the 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.

- 15.2 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. 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.
- 15.3 Force Majeure will be accepted on adequate proof thereof.
- 15.4 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.

16 **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.

- 16.1 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.

17 **Corrupt or Fraudulent Practices**

- 17.1 The Purchaser as well as the Tenderer shall observe the highest standard of ethics during the procurement and execution of this / such contracts,
- 17.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in contract execution,
- 17.3 "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 the purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial, non competitive level,
- 17.4 "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,
- 17.5 "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,
- 17.6 "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 ;

- 17.7 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.

18 Disputes.

18.1 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.

18.2 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 thereunder.

19 Governing Language :

English language version of the contract shall govern its interpretation.

20 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.

21 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 the 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.

22 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.	Service Requirements :-
1	The contractor should have their own set up of erecting temporary infrastructure of at least 25000 sq. ft.
2	The contractor should provide free of cost service to Sachivalaya Gymkhana for their own functions as and when required.
3	The contractor should have their own sound system to address at least 200 people.

Name & Address of Contractor:

ANNEXURE -1

Tender Form

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.

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/select the highest and technically qualify bid 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

CERTIFICATE
TO WHOM SO EVER CONCENED

M/S. _____ have
tie up with this institute and worked as decorator in this institute for the
period of _____.

Their service & financial transaction are satisfactory.

(_____)

Name of Gymkhana or Multipurpose Hall

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. **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

SECURITY DEPOSIT FORM

(Name of the Purchase)

To:

WHERE AS(Name of the Supplier)
Hereinafter called "the contractor" has undertaken, in pursuance of Contract No.dated,
..... to serve as a contractor as Decorator hereinafter called "the Contract".

AND WHERE AS 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 WHERE AS we have agreed to give the Supplier a Guarantee:

THREFORE WE hereby affirm that Guarantors are responsible to you, on behalf of the Supplier, up to a total of Rs. 2,00,000/- (Rs. Two lacs only) 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 Rs. 2,00,000/- (Rs. Two lacs only) 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 – 5

To,
Manager,
Sachivalaya Gymkhana,
Mumbai.

We, (Name of the Bidder) owner of (Name of the company) in response to the tender published on May, 2023 are ready to offer Rs. * (In words) as a royalty to sachivalaya Gymkhana while providing service as a Decorator for free of cost in exchange of getting Godown measuring 500 sq.ft. inside the premises of Sachivalaya Gymkhana to work as free lance decorator.

* The amount should not be equal or less than Rs. 10,00,000/- (Rs. Ten lakh only) + G.S.T.

(Name of Bidder)
Designation and
Name & Company