



SACHIVALAYA GYMKHANA

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

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सचिवालय जिमखान्याचे उपहारगृह चालविण्यासाठी कंत्राटदाराची नेमणूक करण्यासाठी निविदा.

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

Tender No. :- SG/445/Canteen/2024

Non transferable

Date : 1st July, 2024.

SACHIVALAYA GYMKHANA

Tender No. SG/445/Canteen/2024

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 at Sachivalaya Gymkhana, Mumbai. The Tender Notice is also being published in the local daily news papers / Maharashtra Times (Marathi).

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	: 01/07/2024
Date and Time of pre-bid meeting	: 12/07/2024 at 18.00 hrs.
Last date & time for sale & submission of tender document :	: 22/07/2024 at 18.00 hrs.
Closing of Bid (By Sachivalaya Gymkhana)	: 22/07/2024 at 18.00 hrs.
Date and time of opening of Envelope No.1	: 23/07/2024 from 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.**

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 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

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

1 Introduction

1.1 The Manager, Sachivalaya Gymkhana, Mumbai, invites tender in two Envelop systems for services specified in **Annexure-I** Schedule of Requirements, for the Sachivalaya Gymkhana, Mumbai.

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 Earnest Money Deposit (EMD) and other documents will be governed by the time schedule, as prescribed in letter dated 1st Sept. 2022.

1.4 Tender document can be downloaded online from our website :<https://www.sachivalayagymkhana.com> and hard copy submitted to in our office along with non refundable tender fees of Rs. 10,000/- (Rs. Ten thousand only). This fee should be paid separately alongwith tender documents . 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 Sachivalaya Gymkhana, Mumbai, reserves the right to increase or decrease the scope of services, to be provided 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, Mumbai before financial 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, payable at Mumbai. This issue will be placed before Sachivalaya Gymkhana Committee along with facts for scrutiny. The amount so deposited shall be refunded if, after scrutiny the complaint is found to be true. 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 opening of financial bid will not be entertained.

The authorization letter of the authorized person issued by the tenderer should be produced whenever asked by the Manager, Sachivalaya Gymkhana, Mumbai.

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 (Four) consecutive years of experience in last 7 financial years of running staff canteen/ restaurant/ mess with annual average

turnover of Rs. 50 lakh in those 4 years, in Maharashtra.

- 2.3 Bidders will not be allowed to participate in consortium.
- 2.4 The bidder should possess license under Food, Safety and Standard Act 2006. Photo copy should be submitted along with the bid. Preference will be given to bidder/ tenderer who is running the business in Maharashtra.
- 2.5 Tenders are not allowed from the firms which are 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/ PSUs /MNCs/ large renowned companies.
- 2.6 The bidder should have GST registration. Copy of registration Certificate should be attached with tender documents.
- 2.7 The contractor shall be liable for any statutory liabilities that may arise in future like provident fund (P.F) and ESIC. etc.

3 Cost of bidding

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

4 Clarification of tender documents

A prospective bidder requiring any clarification of the tender document shall contact the Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana shall extend, at its discretion, the deadline for submission of tenders, in which case, the

Sachivalaya Gymkhana can/ may/ will notify all tenderer by placing it on website of the extended deadline and will be binding on them.

6 Submission of tenders:

Tender should be submitted on or before last date of submission. Hard Copy of tender should be submitted in two separate Envelops mentioning **Technical Bid in envelop no.1 & Financial 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 only.

6.1 Late tender:

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

6.2 Envelope No.1 (Technical Bid):

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

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 Sachivalaya Gymkhana.
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, 2023 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/

establishment.

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 365 days.

6.3 Envelope No. 2 (Financial Bid):

- (a) Financial bid must be submitted in the form of hard copy as per the instruction on the portal.
- (b) Rates should be quoted in the 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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana keeps the rights reserved.

8 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.

- 8.1 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 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 Envelop No.1 (Technical bid). Likely date and time of financial 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 Sachivalaya Gymkhana 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 Envelop 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 Sachivalaya Gymkhana may request the tenderer to extend the bid validity for the period as required by the Sachivalaya Gymkhana.

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 365 days from opening date of 1st bid as mentioned in the tender or the extended date if any.

10.3 The tenders submitted without Earnest Money Deposit (EMD) will be summarily rejected.

10.4 Unsuccessful tenderer's Earnest Money Deposit (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 Contract and submitting the security deposit as stipulated.

10.7 The EMD shall be forfeited :

- 1) Tenderer fails to accept the Contract.
- 2) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
- 3) 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 concern Competent Authorities for having paid additional GST on the services supplied to the Sachivalaya Gymkhana 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 Sachivalaya Gymkhana.

12 Evaluation of tenders :

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

12.2 The Gymkhana 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 Gymkhana 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 (Financial bid) of such tenderer shall be opened later, on a given date and time.

13 Post Qualification :

13.1 The Sachivalaya Gymkhana 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 Sachivalaya Gymkhana deems necessary and appropriate.

13.2 An affirmative post-qualification determination of the Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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 running canteen with prescribed rates of items at Annexure - 4 using facilities/ property of Sachivalaya Gymkhana prescribed at Annexure -7

14.2 The successful tenderer shall furnish royalty to the Sachivalaya Gymkhana after entering 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).

14.3 **The GST applicable on the amount of the royalty is to borne by the tenderer separately.**

The yearly Royalty shall be paid equally in 12 installments from 1st to 5th of the every month. If the successful tenderer fails to pay the royalty as specified above, the interest will be charged on the delayed payment at the rate of 18% per annum.

14.4 The successful tender shall have to pay 40% of royalty/ tender amount in favour of the Sachivalaya Gymkhana as a **Security Deposit**, by D.D. / NEFT other than the amount of Royalty.

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

15 Award of contract :

15.1 The Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana.

16 Default Clause / Cancellation on failure to run the canteen facility :

If the Contractor 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 Sachivalaya Gymkhana either. (a) to extend the delivery period or (b) to cancel the contract in whole or in part for the without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the Sachivalaya Gymkhana decides to cancel the contract, the mode of repurchase will be at the discretion of the Sachivalaya Gymkhana. The Contractor shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which

the Sachivalaya Gymkhana may sustain on account of such repurchase at the risk and cost of the Contractor. In addition to action above, the Sachivalaya Gymkhana may debar the defaulting Contractor 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 Sachivalaya Gymkhana or his authorized consultants/ agents.

In the event of termination / revocation/ cancellation & expiry of the contract of the Contractor, any fixtures, furniture & movable articles of the Contractor in the premises of the canteen will be seized OR forfeited in leu of any dues pending with Contractor and in any event fixtures are kept with Gymkhana without awarding any cost there of service provider .

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 Contractor and not involving the Contractor's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Sachivalaya Gymkhana 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 Sachivalaya Gymkhana in writing of such conditions and the cause thereof. Unless otherwise directed by the Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana in the Sachivalaya Gymkhana'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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana, 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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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 thereunder.

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 Sachivalaya Gymkhana 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 Sachivalaya Gymkhana 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	36,00,000/- + GST

उपहारगृहाच्या ठेकेदारास उपहारगृह चालविताना पाळावयाच्या महत्वाच्या सूचना / अटी व शर्ती

१. यशस्वी ठेकेदारास प्रथम रॉयल्टीच्या ४०% इतकी अनामत रक्कम द्यावी लागेल, ही अनामत रक्कम बिनव्याजी राहिल व करारनामा कालावधी संपल्यानंतर परत करण्यात येईल.
२. 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.
३. 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 करणे आवश्यक राहिल.
४. अन्न सुरक्षा व मानके अधिनियम २००६ आणि त्या अंतर्गत नियम व विनियम 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.
५. उपहारगृह भागिदारीत चालवित असल्यास नोंदणीकृत भागीदारी करारनाम्याची प्रमाणित प्रत सादर करावी. तसेच एका कायमस्वरूपी नियमित उपस्थित असलेल्या व्यक्तीच्या नावे मुखत्यारपत्र (Power of Attorney) करावी.
६. 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.
७. उपहारगृहातील लागणारी स्वयंपाकाची उपकरणे उदा. स्टीलची भांडी, चीनीमातीची भांडी, ताटे, वाट्या, चमचे, काटे इ. सर्व साहित्य उपहारगृह ठेकेदारास स्वखर्चाने समितीच्या मार्गदर्शक तत्वानुसार व समितीच्या प्रतिनिधींच्या पसंतीनुसार वापरावयास आणावी लागतील.
८. कर्मचाऱ्यांची उपहारगृहात नेमणूक करतांना तो उमेदवार अनुभवी, सुशिक्षित व साधारणतः उपहारगृहाकरीता आवश्यक असलेले प्रशिक्षण घेतलेला मराठी भाषा लिहिता वाचता व बोलता येणारा असावा.
९. उपहारगृहातील कर्मचाऱ्यांच्या बाबतीत तक्रार प्राप्त झाल्यास त्याची सर्व जबाबदारी उपहारगृह ठेकेदारांची राहिल.
१०. उपहारगृहातील सेवेच्या बाबतीत जिमखाना सभासदांना सेवा देण्यासाठी इतर व्यक्तीपेक्षा प्रथम प्राधान्य देण्याचे, तसेच जेवणावर २०% आणि नाष्ट्याच्या पदार्थांवर ३५% सूट जिमखाना सभासदांना द्यावी लागेल.
११. उपहारगृहातील संपूर्ण व्यवस्था अन्न सुरक्षा व मानके नियमानुसार तसेच स्वच्छता व आरोग्यदायी व्यवस्था ठेवणे ही जबाबदारी सर्वस्वी उपहारगृह ठेकेदाराची राहिल. तसेच, उपहारगृहात काम करीत असलेल्या कर्मचाऱ्यांची वैद्यकीय तपासणी दर ३ महिन्यांनी करण्यात यावी व तसे प्राप्त झालेले प्रमाणपत्र जिमखाना कार्यालयास सादर करण्यात यावे.
१२. उपहारगृहाची वेळ किमान सकाळी ९.०० ते रात्री ९.३० वाजेपर्यन्त असेल.

१३. उपहारगृहातील सर्व सुचनाफलक व दरपत्रके, बिल इत्यादी मराठीतच असणे उपहारगृह ठेकेदारास बंधनकारक आहे.
१४. उपहारगृहात नेमलेल्या कर्मचाऱ्यांना छायाचित्रासह ओळखपत्रे, त्याला उपहारगृह ठेकेदाराने 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 काळजी घेणे उपहारगृह चालकास बंधनकारक राहिल. तसेच सदर समिती करारनाम्यातील अटी व शर्तीचे तसेच वेळोवेळी दिलेल्या सूचनांचे नीट पालन होते किंवा नाही याचीही तपासणी करील व उपरोक्त बाबींसाठी येणारा खर्च उपहारगृह ठेकेदार स्वतः करतील.
१५. उपहारगृह ठेकेदारास उपहारगृहातील खाद्यपदार्थांचे व जेवणाचे दर कार्यकारी समितीच्या पूर्व मान्यतेशिवाय एकतर्फी परस्पर वाढविता येणार नाहीत व खाद्यपदार्थांचे व जेवणाचे दर परस्पर वाढविल्यास ते दंडास पात्र राहिल. सदर दंडाची रक्कम कार्यकारी समिती ठरविल त्याप्रमाणे भरणे बंधनकारक राहिल. सद्यःस्थितीत सचिवालय जिमखान्याद्वारे मान्य केलेल्या दरपत्रकाप्रमाणेच खाद्यपदार्थांचे वितरण करण्यात यावे.
१६. उपहारगृहाच्या करारनाम्याची मुदत संपल्यानंतर सदर जागेचा ताबा शांततेने कार्यकारी समितीकडे कोणतेही कारण न दाखविता देणे उपहारगृह ठेकेदारास बंधनकारक राहिल.
१७. उपहारगृहामध्ये उपहारगृह ठेकेदाराने 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 अनाधिकृत वास्तव्य केल्याचे निदर्शनास आल्यास दंडात्मक कार्यवाही उपहारगृह ठेकेदारावर करण्यात येईल व सदरचा दंड सुरक्षा अनामत रक्कमेतून वळती करण्यात येईल.
१८. उपहारगृहासाठी स्वतंत्र विजेचे मीटर असल्याने त्याचे मासिक देयक वेळेवर भरण्याची जबाबदारी उपहारगृह ठेकेदाराची राहिल.
१९. सचिवालय जिमखाना व उपहारगृहासाठी वापरण्यात येणाऱ्या पाण्याचे मीटर एकच असल्याने पाणी देयकाच्या ५०% रक्कम ठेकेदाराने प्रतिमाह प्रत्येक महिन्याच्या ५ तारखेपर्यंत जिमखान्याकडे देणे बंधनकारक राहिल.
२०. स्वामित्व धनाच्या रक्कमेत प्रतिवर्ष ५% वाढ ठेकेदाराला द्यावी लागेल.
२१. उपहारगृहासंबंधी उद्भवलेल्या कोणत्याही प्रकारच्या तक्रारीला ठेकेदार जबाबदार राहिल.
२२. उपहारगृहात खाद्य पदार्थ, चहा व भोजन तयार करण्याकरीता उत्कृष्ट दर्जाचा कच्चा माल (inputs) वापरावा.
२३. उपहारगृहाच्या परिसरात धुम्रपान, मादक पदार्थ, दारु पिणे, थुंकणे इत्यादीबाबत प्रतिबंध घालण्यात यावा. असे प्रकार दिसून आल्यास सचिवालय जिमखान्यामार्फत कडक कारवाई करण्याचे अधिकार सचिवालय जिमखाना समितीने राखून ठेवले आहेत. शासनाने सार्वजनिक ठिकाणी वावरण्याबाबत घेतलेले निर्बंध उपहारगृहास लागू राहतील.
२४. उपहारगृहात कायम पुरेसा कर्मचारीवृंद असावा. कर्मचाऱ्यांअभावी सेवांवर कोणत्याही प्रकारचा विपरीत परिणाम होता कामा नये.
२५. ठेकेदाराने विहित कालावधी पूर्ण न करता कंत्राट सोडून दिल्यास अथवा अटी व शर्तीचा भंग केल्यास पूर्व सूचना न देता करार समाप्त करण्यात येवून अनामत रक्कम जप्त करण्याबाबतचे अधिकार सचिवालय जिमखाना समितीने राखून ठेवले आहेत. तसेच कंत्राट कोणत्याही कारणास्तव संपुष्टात आल्यास व उपहारगृह ठेकेदाराकडून जिमखान्यास काही येणे रक्कम शिल्लक असल्यास व सदरची रक्कम ठेकेदार भरण्यास असमर्थ ठरल्यास, सदर रक्कमेची वसूली उपहारगृहातील फर्निचर व चल-अचल वस्तू जप्त करून त्यातून केली जाईल व याबाबत ठेकेदाराला कोणतीही हरकत घेता येणार नाही.

२६. कंत्राटदाराने उपहारगृहात काम करीत असलेल्या कर्मचाऱ्यांच्या आस्थापना विषयक बाबी हे शासनाच्या प्रचलित धोरणानुसार हाताळाव्यात. उदा. बालकामगार काम करणार नाहीत इ.
२७. 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 submit 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 binding upon us and may be accepted by you at any time before the expiry 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 organization where services provide earlier	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. पर्यंत

SACHIVALAYA GYMKHANA, MUMBAI CANTEEN

Menu	Rate	Menu	Rate
<u>SNACKS - 35% Discount</u>		<u>DOSA - 35% Discount</u>	
Tea	₹ 20.00	Sada Dosa	₹ 70.00
Coffee	₹ 25.00	Masala Dosa	₹ 80.00
Black Tea	₹ 20.00	Butter Sada Dosa	₹ 85.00
Milk Cup	₹ 25.00	Paneer/ Cheese Sada Dosa	₹ 95.00
Milk 1 Glass	₹ 50.00	Paneer/ Cheese Masala Dosa	₹ 110.00
Sheera	₹ 50.00	Rava Sada Dosa	₹ 90.00
Poha	₹ 50.00	Rava Masala Dosa	₹ 100.00
Upma	₹ 50.00	Maysore Sada Dosa	₹ 90.00
Missal Pav	₹ 50.00	Maysore Masala Dosa	₹ 100.00
Batata Vada	₹ 40.00	Butter Maysore Masala Dosa	₹ 120.00
Medu Vada	₹ 60.00	Uttappa	₹ 75.00
Idli Sambar	₹ 60.00	Onion Uttapa	₹ 90.00
Samosa (1 Pcs.)	₹ 25.00	Tomoto Uttapa	₹ 90.00
Samosa (2 Pcs.)	₹ 50.00	Cheese/ Paneer Uttapa	₹ 100.00
Bread Patis	₹ 70.00		
Omlet (Double)	₹ 70.00		
Egg Bhurji	₹ 90.00		
Egg Boiled (2 Pcs)	₹ 40.00	<u>CHAT - 35% Discount</u>	
Pav (1 Pcs)	₹ 7.00	Sukka Bhel	₹ 45.00
Bread (1 Pcs)	₹ 7.00	Gila Bhel	₹ 50.00
<u>FASTING FOOD - 35% Discount</u>		Shev Puri	₹ 50.00
Sabudana Vada	₹ 65.00	Green Salad	₹ 60.00
Sabudana Khichadi	₹ 70.00	<u>MAIN COURSE 20% Discount</u>	
Fingar Chips	₹ 70.00	Maharashtra Thali	₹ 120.00
French Fries	₹ 90.00	Special Veg. Thali	₹ 150.00
<u>SANDWICH - 35% Discount</u>		Egg Thali	₹ 160.00
Veg. Sandwich	₹ 55.00	Chicken Thali	₹ 230.00
Veg. Tost Sandwich	₹ 60.00	Surmai Thali	₹ 250.00
Veg. Cheese Sandwich	₹ 80.00	Prawns Thali	₹ 250.00
Veg. Grilled Sandwich	₹ 100.00	Promfret Thali	(APS)

Veg Cheese Grilled Sandwitch	₹ 130.00	Mutton Thali	₹ 300.00
Pav Bhaji	₹ 120.00	<u>VEG - 20% Discount</u>	
Pav Bhaji Special	₹ 145.00	Veg. Kolhapuri	₹ 140.00
Cheese Pav Bhaji	₹ 145.00	Veg. Hydrabadi	₹ 140.00
Maska Pav	₹ 15.00	Veg. Kadai	₹ 160.00
Bread Butter	₹ 35.00	Veg. Handi	₹ 170.00
Tost Bread Butter	₹ 40.00	Paneer Tikka Masala	₹ 180.00
Egg Omlet Sandwich	₹ 70.00	Paneer Palak	₹ 180.00
Egg Omlet Tost Sandwich	₹ 75.00	Paneer Butter Masala	₹ 180.00
		Paneer Masala	₹ 180.00
		Aloo Mutter/ Aloo Palak	₹ 120.00
<u>VEG - 20% Discount</u>		<u>NON-VEG - 20% Discount</u>	
Alu Methi/ Aloo Jeera	₹ 130.00	Chicken Masala	₹ 150.00
Paneer Mutter	₹ 180.00	Chicken Kadai	₹ 200.00
Mix Veg.	₹ 140.00	Chicken Handi	₹ 200.00
Dum Aloo Punjabi	₹ 160.00	Butter Chicken	₹ 200.00
Babycorn Mushroom Masala	₹ 180.00	Chicken Tikka Masala	₹ 215.00
Mushroom Masala	₹ 180.00	Chicken Sukha	₹ 200.00
Mushroom Kadai	₹ 180.00	Chicken Sagwala	₹ 190.00
Lasuni Palak	₹ 160.00	Chicken Kolhapuri	₹ 190.00
Lasuni Methi	₹ 160.00	Chicken Do Pyaza	₹ 190.00
Veg. Kurma	₹ 170.00	Chicken Rasoi	₹ 190.00
Shahi Paneer Kurma	₹ 180.00	Chicken Banjara Masala	₹ 230.00
Paneer Kolhapuri	₹ 180.00	Chicken Adraki	₹ 200.00
Paneer Bhurji	₹ 180.00	Chicken Reshmi Masala	₹ 240.00
Paneer Handi	₹ 200.00	Chicken Moglai	₹ 220.00
Paneer Kadai	₹ 200.00	Chicken Bonless Masala	₹ 210.00
Paneer Laziz	₹ 200.00	Surmai Masala	₹ 220.00
Veg. Hariyali	₹ 190.00	Prawns Masala	₹ 220.00
Veg. Chatpatta	₹ 170.00	Promfret Fry (APS)	
Paneer Chatpatta	₹ 190.00	Surmai Fry	₹ 175.00
Methi Mutter Malai	₹ 160.00	Prawns Fry	₹ 190.00
Veg. Jalfrezi	₹ 160.00		
Veg. Makhanwala	₹ 160.00	<u>RICE VEG - 20% Discount</u>	
Veg. Laziz	₹ 190.00	Steam Rice	₹ 100.00
Green Peas Masala	₹ 170.00	Veg. Pulao	₹ 110.00
Veg. Rasoi	₹ 170.00	Green Peas Pulao	₹ 150.00

Veg Chilly Milly	₹ 170.00	Kashmiri Pulao	₹ 175.00
Shevbhaji	₹ 140.00	Paneer Pulao	₹ 160.00
Dam Aloo Kashmiri	₹ 160.00	Palak Khichadi	₹ 140.00
Dal Makhani	₹ 140.00	Dal Khichadi	₹ 120.00
Dal Tadka	₹ 125.00	Jeera Rice/ Curd Rice	₹ 110.00
Dal Fry	₹ 115.00	Jeera Rice Fired	₹ 140.00
<u>INDIAN BREADS - 35% Discount</u>		<u>BIRYANI - 20% Discount</u>	
Tandoori Roti	₹ 20.00	Veg. Biryani	₹ 150.00
Butter Roti	₹ 30.00	Veg. Dum Biryani	₹ 175.00
Naan/Paratha/ Kulcha	₹ 55.00	Paneer Biryani	₹ 175.00
Butter Naan/ Paratha/ Kulcha	₹ 70.00	Chicken Biryani	₹ 180.00
Stuffed Paratha	₹ 90.00	Chicken Dum Biryani	₹ 200.00
Bhakri	₹ 30.00	Chicken Hydrabadi Biryani	₹ 200.00
Chapati	₹ 15.00	Prawns Biryani	₹ 200.00
Puri (4 Pcs)	₹ 50.00	Egg Biryani	₹ 150.00
		Mutton Biryani	₹ 240.00
<u>TANDOORI KABAB - 20% Discount</u>		<u>NOODLES - 20% Discount</u>	
Chicken Tikka	₹ 210.00	Veg. Hakka Noodle	₹ 160.00
Chicken Angara Kabab	₹ 240.00	Veg. Schezwan Noodle	₹ 160.00
Chicken Pahadi Kabab	₹ 220.00	Veg. Singapore Noodle	₹ 200.00
Chicken Rasoi Kabab	₹ 240.00	Veg. Hong Kong Noodle	₹ 200.00
Chicken Reshmi Kabab	₹ 220.00	Chicken Hakka Noodles	₹ 160.00
Chicken Banjara Kabab	₹ 240.00	Chicken Schezwan Noodles	₹ 175.00
Chicken Tiranga Kabab	₹ 240.00	Chicken Singapore Noodles	₹ 190.00
Paneer Tikka	₹ 180.00	Chicken Hong Kong Noodles	₹ 190.00
Paneer Pudina Tikka	₹ 210.00	Mix Noodles (Chicken & Prawns)	₹ 200.00
<u>CHINESE CUISINE - 20% Discount</u>		<u>GRAVY - 20% Discount</u>	
Veg. Clear Soup	₹ 140.00	Veg. Manchurian	₹ 160.00
Hot & Sour Soup	₹ 140.00	Veg. Hong Kong	₹ 190.00
Veg. Manchow Soup	₹ 140.00	Hot Ball Garlic	₹ 180.00
Chicken Clear Soup	₹ 140.00	Paneer Chilly	₹ 160.00
Chicken Sweet Corn Soup	₹ 140.00	Babycorn Manchurian	₹ 200.00
Chicken Hot & Sour Soup	₹ 140.00	Chicken Manchurian	₹ 190.00
Chicken Manchow Soup	₹ 140.00	Chicken Chilly	₹ 175.00

		Chicken Garlic	₹ 200.00
<u>STARTERS - 20% Discount</u>		Chicken Schezwan	₹ 200.00
Paneer Chilly	₹ 160.00	Prawns Schezwan	₹ 210.00
Idli Chilly	₹ 160.00	Fish Chilly	₹ 240.00
Veg. Manchurian	₹ 160.00	<u>DESSERTS - 20% Discount</u>	
Chicken Garlic	₹ 190.00	Kheer	₹ 40.00
Chicken Schezwan	₹ 190.00	Gulab Jamun (2 Pcs.)	₹ 40.00
Chicken Salt & Pepper	₹ 190.00	Shreekhand	₹ 40.00
Chicken Loly Pop	₹ 230.00	Rabadi	MRP
Chicken 65	₹ 190.00	Caramal Custard	MRP
Prawns Chilly	₹ 200.00	Chocolate Mousse	MRP
Prawns Schezwan	₹ 210.00	Matka Rabdi	MRP
Chicken Crispy	₹ 200.00	Aamras	(APS)
<u>RICE - 20% Discount</u>		<u>JUICE - 0% Discount</u>	
Veg. Fried Rice	₹ 140.00	Mosambi	₹ 90.00
Veg. Schezwan Rice	₹ 160.00	Orange	₹ 100.00
Veg. Triple Schezwan	₹ 200.00	Pineapple	₹ 90.00
Veg. Manchurian Rice	₹ 190.00	Watermellon	₹ 90.00
Chicken Fried Rice	₹ 175.00	Cocktail	₹ 90.00
Chicken Manchurian Rice	₹ 200.00	Fresh Lime	₹ 30.00
Chicken Schezwan Rice	₹ 220.00	<u>SOFTDRINKS & BEVERAGES - 0% Discount</u>	
Chicken Triple Schez.Rice	₹ 220.00	Solkadi	MRP
Mix Fried Rice	₹ 210.00	Coco Cola	MRP
Prawns Fried Rice	₹ 210.00	Thums Up	MRP
Prawns Shezwan Rice	₹ 220.00	Sprite	MRP
Egg Fried Rice	₹ 160.00	Fanta	MRP
Egg Shezwan Rice	₹ 175.00	Mazza	MRP

ANNEXURE -5
SECURITY DEPOSIT FORM

To:

The Manager,
SACHIVALAYA GYMKHNA,
6, General Jagannathrao Bhosale Marg,
Opp. Mantralaya, Mumbai.

WHERE AS(Name of Contractor)
Hereinafter called "the Contractor" has undertaken, in pursuance of
Contract No.dated, to provide Canteen service at Sachivalaya
Gymkhana. hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the
Contractor shall furnish you with a bank Guarantee by a Nationalized
/Scheduled **Bank** for the sum specified therein as security for compliance
with the Contractor's performance obligations in accordance with the
Contract.

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

THREFORE WE hereby affirm that we 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 Contractor 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 Firm /Company) are ready to offer Rs. _____ *
(In words _____) as a royalty to
sachivalaya Gymkhana for running canteen in Sachivalaya
Gymkhana to provide food items at rates prescribed in
Annexure - 4 of this tender.

* The amount should not be equal or less than Rs. 36,00,000/-
(Rs. Thirty six lakh only) + GST.

(Name of Bidder)

Designation and Name & Company

Annexure - 7

Facility & Property of Sachivalaya Gymkhana

Responsibilities of Sachivalaya Gymkhana :-

- (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. Ceiling Fan : 12 nos. in Dinning Hall