

Timeline for the Bid Process	Date
Hosting of Tender on the MCA Website	26/11/2021
Deadline for queries in relation to the Bid Process (queries to be submitted in advance via email only to: mcacrik@mumbaicricket.com)	3/12/2021
Response to queries by e-mail / pre-bid meeting in relation to the Bid Process	6/12/2021
Deadline for submission of Bids – to be handed over physically in sealed covers – against acknowledgement which will be furnished at the time of receipt of Bid	9/12/2021

TENDER NOTICE

Tenders in Sealed Covers as prescribed hereunder are invited from Experienced Caterers for Rights to provide Catering, Conducting and allied services including services to Conduct a canteen and/or other refreshment stall as described hereunder (collectively referred to in brief as ‘Catering Service’) to Mumbai Cricket Association and its constituents and guests for all functions to be held in the "Hospitality Area" in the Wankhede Stadium Complex premises more particularly described in Annexure “X” for a period of 9 years with effect from 1st January 2022 to 31st December 2030

A]. INSTRUCTIONS TO THE TENDERER

Tenderers should visit the site and acquaint themselves with the actual space described herein as the ‘Hospitality Area’, the available infrastructure, storage and facilities and seek and obtain clarification, if any, in advance (as per the schedule mentioned above) from the Secretary of MUMBAI CRICKET ASSOCIATION (MCA) before submitting their Tenders.

B]. **Eligibility for participating in the tender:**

- B.1. Only an Indian Company, LLP or Partnership Firm having registered office in Mumbai is eligible to bid in the tender. Any such party shall hereafter be referred to as the tenderer, bidder or entity. The term tenderer shall not include any subsidiary, associate or joint-venture in which the tenderer may be a party or with whom the tenderer is associated.
- B.2. The tenderer should have a turnover / gross receipts from the business of not less than Rs. 10 crores in each of the last 3 years (excluding pandemic period). In computing such turnover/gross receipts, only revenues from catering, food supply and ancillary services such as hygiene, charges for hiring of kitchen equipment and related supply of labour including providing services as waiters/bartenders etc. shall be considered. Other Incomes including interest income forming part of the gross receipts of such tenderer shall be ignored for the purpose of computing such eligibility.
- B.3. The tenderer should have a PAN, TAN & GSTIN in its own name.
- B.4. Since the business of catering and conducting of such food services activities is very personalised, the tenderer must have at least two persons associated with the company, LLP or firm who have the relevant experience and have continued as director/partner of the entity for a minimum period of 5 years as at the date of submission of tender.

Cj. Terms And Conditions

- C.1. The Tenderer shall submit the bids in 2 sealed envelopes marked distinctly and prominently as “A” and “B”
- C.2. Envelope “A” should contain the following:
- a. Names and Addresses of all the Partners/Directors/Proprietor of Tenderer firm or Company.
 - b. Registration Number of the Firm/Company.
 - c. Names and Addresses of the entity’s Banker/s.

- d. Particulars of the previous experience of similar contracts of the Firm/Company in the last 5 years.
- e. A Certificate to the effect that none of the Partners /Directors/Proprietor/Employees is/are a Member of the Apex Council/any Committee of MCA.
- f. Income Tax PAN of the Tenderer & GSTIN of the tenderer
- g. Income Tax PAN & GSTIN (wherever applicable) of the Director / Partners
- h. The Tenderer shall furnish a non-interest bearing Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakhs only) by a Bank demand Draft/Pay Order drawn in favour of “Mumbai Cricket Association” on a Scheduled Bank encashable at Mumbai along with the bid.
- i. The tenderer shall submit a brief proposal giving his
 - i). antecedents,
 - ii). details of previous experience relevant to the current bid,
 - iii). Copies / Extract of Audited / Certified Financial Statements showing the Compliance with Gross Receipts / Turnover Criteria as prescribed in B2.
 - iv). how the Tenderer entity proposes to undertake the catering in the 'Hospitality Area' in the various situations envisaged for provision of service by the selected caterer / conductor and
 - v). a write-up on how allotment of the contract to the bidder would be in the larger interest of MCA its members, stakeholders and guests.

C.3. Envelope “B” shall contain the following:

- a). The financial bid offered by the Tenderer in the prescribed format given at Annexure XX to this tender. The said form shall be duly filled without modification in all respects and the financial bid shall be signed by a director/partner of the entity and shall also bear the seal / stamp of the entity.

D]. Processing & Evaluation of Bids

- D.1. Failure to submit all or any of the documents and particulars being part of the contents of Envelope A as mentioned above shall render the tenderer to be disqualified. (Any such person shall hereafter be referred to as the Disqualified Bidder). On perusal of the contents of Envelope A, if MCA – acting directly or through duly authorized committee (hereinafter referred to as Evaluators) conclude for any reason/s that an entity does not meet the minimum requirements as required by MCA, they may choose to treat the bidder as a disqualified bidder without depositing the draft/pay order for the Earnest Money Deposit. Envelope B of such Disqualified Bidder may not be opened/considered by MCA. It is however clarified that MCA reserves the right, at its sole and absolute discretion to consider and where felt necessary to condone any non-material, clerical deficiency in the documents submitted and may decide to provide an opportunity to rectify such defect or may decide to consider such bid notwithstanding such defect or deficiency.
- D.2. It is however clarified that in the event of the earnest money deposit tendered in envelope A (as per Clause C. 2 (h) above) not being encashed and credited to the account of MCA for any reason whatsoever, (including any default on part of the tenderer, their agents and bankers etc.) shall render such bid invalid. The failure in regard to the furnishing of Earnest Money Deposit shall be a defect which shall not be curable and shall result in the tenderer to be automatically considered a Disqualified Bidder even if such deficiency comes to notice after the opening of Envelope B.
- D.3. The MCA / Evaluators retain the absolute right to reject/accept any Tender/s or to scrap the entire process and/or to call for fresh bids on same, similar or different terms without assigning any reason whatsoever. All tenderers, submitting bids in the said tender shall confirm their acceptance of these terms as stated in the tender documents.
- D.4. The Evaluators may use any and all reasonable criteria to evaluate whether the bidder is a 'fit and proper person' for the purposes of

Conducting the Catering contract and may base its findings on all the information available to it and shall not be required to provide reasons or any explanation for its decision. A Non-qualifying Bidder's 'B' Envelope shall / may not be opened, and its Earnest Money Deposit shall be returned / refunded without interest in due course.

- D.5. Depending upon the number, nature and value of eligible bids received; the Evaluators may carry out the evaluation and ranking of the bids in a manner determined to be most appropriate in order to protect the interests of MCA, its members, stakeholders and guests. Evaluators in their absolute discretion may decide to assign suitable weightage to various criteria mentioned in Para 2 i & 3 of Para C – [Terms and Conditions] mentioned above. Accordingly the proposal and write-up mentioned in Para C (2) i may form an important part of the process of the evaluation of Bids and any failure to supply any of the information relating to the Bid and/or any material deficiency in the same may, lead to the disqualification of such Bids. It is clarified that MCA being an organisation formed in the interests of its members with the not for profit objective, it reserves the right to consider these aspects of ensuring continuity and quality of service and accordingly, while giving due weightage to the highest bid value, the Evaluators are not bound to consider H1 value to be the sole criteria for determination of successful bid. The decision of MCA or its Evaluators in this regard shall be absolute and final.
- D.6. By submitting a Bid, each Bidder agrees to this procedure and to abide by the decision of the Evaluators without demur or protest and agreeing, accepting and recognising that no claims shall lie against the Evaluators and /or MCA with respect to any decision made as aforesaid. All Bidders other than Non-qualifying Bidders shall be "Qualifying Bidders" from amongst whom the evaluators shall select the Successful Bidder.
- D.7. MCA reserves the right at its discretion to reject/accept any Tender/s without assigning any reason whatsoever.
- D.8. MCA reserves the right to negotiate the amount of bid after opening

the Tenders before offering the Contract to a Successful Bidder in the larger interest of the Association.

- D.9. The last date for submitting the sealed tender is Thursday, 9th December 2021 before 5.00 P.M. at the Office of the Mumbai Cricket Association. Envelope A will be opened on Friday, 10th December 2021. Upon a preliminary scrutiny of the bids received; Envelope B of technically qualified bidders shall be opened.

E. Services to be Rendered by the Bidder & Broad Terms of Agreement to be Entered into by the Successful Bidder

- E.1 Each Successful Bidder will be required to enter into a Conducting Agreement in the format provided by MCA, the terms of which shall include but not be limited to the items mentioned hereunder.
- E.2 Each Successful Bidder shall deposit with MCA a sum of Rs. 25,00,000/- only as and by the way of interest free Security Deposit for due performance of the terms and conditions of this agreement, refundable at the expiry of the period of this agreement or upon sooner determination thereof subject to deduction there from of all dues payable by the Conductor to MCA under this agreement or otherwise.
- E.3 For the duration of the Agreement, the Conductor shall be given exclusive right to cater food and all beverages for functions held in the "Hospitality Area" at the said Wankhede Stadium Complex, subject to the rights of MCA reserved in the agreement. These rights shall also include decorating and providing other ancillary support services for the functions to be held in The "Hospitality Area".
- E.1 The Successful Bidder shall not be entitled to transfer or assign the "rights" either wholly or in part to any other party or person/s. However, MCA may in its absolute discretion permit the Successful Bidder to execute necessary Agreement through an SPV in which the successful bidder has a controlling interest.
- E.2 It shall be the sole responsibility of the successful bidder to obtain all the applicable Licenses, permits and to ensure that all the statutory

or the legal requirements, rules and regulations relating to the catering and conducting are fully complied with and the successful bidder alone shall be responsible for all consequences which may arise directly or indirectly on account of the breach or non-observance of any statutory or other legal requirements. The Successful Bidder shall keep MCA indemnified against any loss or damage, which MCA may incur or sustain on account of breach or non-observance of any statutory legal requirements or on account of any negligence on the part of the Successful Bidder or on the part of his workers/agents. Where necessary, MCA may on a suitable application being made by the successful bidder permit the acquisition of any registration or license in the name of MCA on condition that responsibility for compliance with the terms and conditions of the license or registration shall always remain with the successful bidder.

- E.4 The Agreement shall set out the specific role and responsibilities of the Conductor, the obligations to be discharged by him, the manner, timing and other details in regard to payment of the bid amount, consequences of delay or temporary default and circumstances under which MCA may be entitled to cancel the contract arising from this tender. The said Agreement shall contain clauses for penal consequences on the Conductor in the event of breach or default in compliance with the terms of the Agreement.
- E.5 The Charges payable by the Successful Bidder (also referred to as Conductor) which may be called as fees or composite charge for user of the facilities and infrastructure of MCA as quoted in the Bid and as negotiated pursuant thereto, shall be payable monthly to MCA irrespective of whether or not the Caterer/Conductor gets sufficient business through bookings for the use of the said "Hospitality Area". The amount as specified in the bid shall be increased by the amount of any indirect tax that may apply from time to time. This amount shall be payable regularly each month for the entire duration of the agreement.

- E.6 The Conductor shall conduct the catering service for MCA and provide service to cricketers, cricket umpires, cricket coaches, office bearers, Members of the Apex Council and other Committees of the Association both past and present and their invitees and guests. Members of the staff of the Association and Members of the clubs affiliated to the Association and their invitees, guests. MCA shall have the right to inspect at any time the quality of items used and services rendered by the Conductor and to take necessary steps to ensure that proper hygiene and cleanliness is maintained and wholesome food and drinks supplied. The Conductor will make available the Hospitality area to MCA for its functions as and when required by the Association without any additional charges.
- E.7 In case of any events/matches organised by ICC or BCCI, the Conductor shall cooperate entirely with the Association to avail unhindered use of the Hospitality area and enable the Association to honour the commitments/conditions enshrined there in for the smooth conduct of these events/matches.
- E.8 In addition to the payment of the charges the Conductor shall bear and pay license fees, electricity and water charges in respect of the licenses, electricity and water consumed by the Conductor in The Hospitality Area.
- E.9 The rates for the eatables, Refreshments, beverages and other articles supplied and the services rendered by the Conductor at the Hospitality Area, cafeteria, canteen and MCA office shall be decided in consultation with the MCA. The Conductor will be required to provide eatables at subsidized rates for the staff of Mumbai Cricket Association.
- E.10 MCA may at its absolute discretion permit a few employees of the Conductor to occasionally/temporarily stay in such part of its premises as may be decided by the Association only for the purpose of better management of the catering facilities without creating any permanent occupancy rights by way of tenancy, sub-tenancy, leasehold rights or licence in favour of the conductor or his employees.

- E.11 The Conductor shall ensure that the employees do not misuse the premises or commit any nuisance or misbehave and that such employees shall observe and carry out all the instructions issued by MCA from time to time.
- E.12 The Conductor shall appoint a senior manager who shall personally supervise the day to day activities involved in discharge of catering services.
- E.13 MCA shall make no warranty as to the continuity of its operations and its ability to use the Hospitality Area and it is expressly understood that in the event of cessation / suspension of activities of MCA due to factors such as Covid, other restrictions occasioned by natural, political or social reasons or due to suspension or cessation of MCAs right to enjoy such rights or license in the said premises, MCA shall not be liable to provide any compensation, damages or other costs to the successful bidder.
- E.14 Upon the expiry of the period of this agreement or upon sooner determination thereof the Conductor shall be responsible at his own cost to remove all employees, equipment and materials belonging to the Conductor within the time stipulated therefor.
- E.15 The agreement shall contain an arbitration clause wherein the right for appointment of arbitrator shall vest with MCA
- E.16 If such Agreement requires registration, the costs of the registration and Stamp Duties shall be borne entirely by the successful bidder.

F. DELIVERY OF BID DOCUMENTS

- F.1. The Bidders shall deliver the bid documents in a sealed cover (which will contain 2 sealed covers marked Envelope A & Envelope B) to MCA at the MCA's office at Wankhede Stadium, Mumbai, in the manner specified herein. The original of the Bid Documents duly filled in and completed, initialled on each page, signed (where appropriate) by a duly authorised representative of the Bidder and sealed along with all

supporting documents and papers with one exact and legible self-attested copy, marked "Original" or "Copy" as appropriate.

- F.2. There should be nothing on the outside of the covering Envelope and on both the enclosed 'A' Envelope and the 'B' Envelope which identifies or indicates the identity of the Bidder. Bidders shall, at the same time as the delivery of their Bid Documents, deliver two identical, original covering letters which will be countersigned by MCA'S representative receiving the documents and will record the time of their delivery. One such counter-signed covering letter shall be handed back to the Bidder as acknowledgement of the receipt of the bid at the date and time mentioned in such acknowledgement.
- F.3. The Bid Documents and two covering letters as above, shall be delivered by hand in person by the Bidder to MCA's office at Wankhede Stadium, Mumbai before 5.00 pm on Thursday, 9th December 2021
- F.4. No unsealed, transparent or torn envelope will be accepted. All Bid Documents must be delivered by each Bidder at the same time and no further documents will be accepted after the above-mentioned time and date. Each set of Bid Documents and accompanying covering letters will be given a unique number to distinguish it from all other such sets of Bid Documents.

Annexure – X

Hospitality area for the purposes of this tender shall mean: PD Hall with kitchen, MCA Lounge with kitchen, the Cafeteria and MCA Office

Annexure - XX

Format of bid Submission

(To be Submitted on Letterhead of the firm)

LETTER OF FINANCIAL PROPOSAL (LOFP)

Date :

To,

The Mumbai Cricket Association Mumbai
Maharashtra – 400 xxx.

Sub : Submission of Financial Proposal for Conducting / Catering Contract

Dear Sir,

We _____ (Name of the Company /firm /LLP) herewith enclose the financial proposal of Monthly amount payable to MCA in accordance with the terms of Tender – for the period from 1st January 2022 to 31st December 2030 with 10% increment after every 3 years.

Yours Faithfully,

Full Name of entity:	
Signature :	
Designation of Signatory:	
Address :	

(With seal of the Company /firm /LLP)

(Authorised Signatory)

DETAILS OF FINANCIAL PROPOSAL

Financial Proposal for Conducting / Catering Contract for the period from 1st January 2022 to 31st December 2030

To,

Date :

The Mumbai Cricket Association,
Mumbai.

Sirs,

1. Having gone through the Tender document and having fully understood the scope of the services to be rendered as Conductors / Caterers in the Hospitality Area of MCA, we are pleased to offer that, we agree to pay a monthly charge / fee for exclusive right to provide Conducting / Catering services as set out in **Tender of Rs. _____/- (Rupees. _____)** with 10% increment after every 3 years. We shall not be entitled to any reimbursement by MCA of any expenditure on salary, conveyance, charges or any expenditure incurred by us in the course of carrying out our responsibilities as Conductor/Caterer.
2. Our offer of the above sum of **Rs. _____/- (Rupees. _____)** is made with the express understanding that if selected by the MCA as the **successful bidder**, we shall enter into an agreement embodying the broad terms mentioned above and any delay or default on our part to execute such agreement shall result in the tender deposit paid by us along with the tender documents to be forfeited.
3. Having read and understood the terms of the tender and having sought and obtained such clarifications as were considered necessary by us; we state that by our act of submission of tender we confirm that all the terms and conditions specified above have been accepted by us and that we shall not be entitled to raise any questions about the correctness, reasonableness or equity of any of the procedures, terms and conditions prescribed above.
4. If selected by the MCA as the successful bidder, we agree and undertake irrevocably & unconditionally to pay the above-mentioned amount (or such higher sum as may be mutually agreed in the agreement). The said amount mentioned above shall be paid without fail by the 5th of each month and no deferment / extension or

remission /waiver of the whole or part of the said sum shall be claimed at any point for any reason whatsoever.

5. We understand that MCA is empowered to reject any proposal without assigning any reason thereof.

6. We also understand that all Payments shall be made in Indian Rupees and shall be subject to applicable deductions if any.

Yours Faithfully,

Full Name of entity	:	_____
Signature	:	_____
Designation :		
of Signatory		
Address :		

(With seal of the Company /firm /LLP)

(Authorised Signatory)