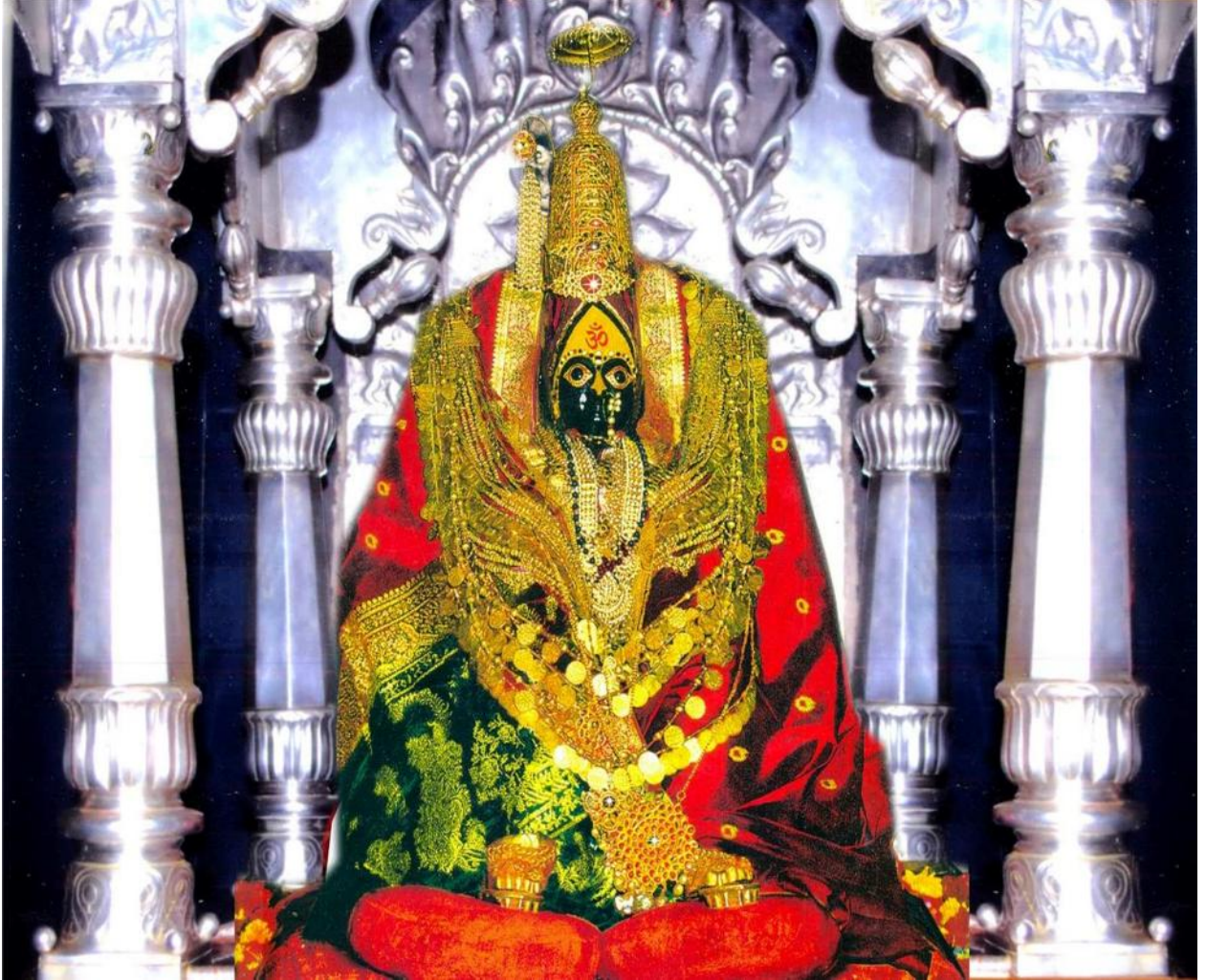


**SHRI TULJABHAVANI TEMPLE TRUST, TULJAPUR  
DIST- OSMANABAD (MH)**



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**TENDER FOR RUNNING AND MANAGING BHAKT NIVAS AT  
SHRI TULJABHAVANI TEMPLE TRUST - TULJAPUR  
DIST- OSMANABAD (MH)**

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**COLLECTOR & THE CHAIRMAN  
SHRI TULJABHAVANI TEMPLE TRUST, TULJAPUR  
DIST: OSMANABAD (MAHARASHTRA)  
PHONE NO - (02471) 242031**

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**E-Tender Notice For Outsourcing Bhaktnivas**  
**SHRI TULJABHAVANI TEMPLE TRUST, TULJAPUR**  
**TENDER NOTICE**

**For Running & Managing Shri TuljaBhavani Temple Trust's BhaktNivas**

Online E-Tender for the Following work are Invited by Collector, Osmanabad and Chairman,  
Shri Tuljabhavani Temple Trust, Tuljapur Tq - Tuljapur Dist - Osmanabad. Pin code - 413601

Ph.(02471) 242031 Web side – [www.shrituljabhavani.org](http://www.shrituljabhavani.org)

E-mail Id – [shreetuljabhavanitemple@gmail.com](mailto:shreetuljabhavanitemple@gmail.com)

Sr. No.	Name of Property	Bid Document Download Start / End Date & Time	Pre Bid Meeting Date & Time	Bid Document Submission Start/End Date & Time	Bid Document Opening Date , Time & Place	Minimum Avg. Yearly Bid Value	Tender Fees	EMD RS	Period
1	108- Bhakt Nivas Rooms (142 Rooms & 2 Canteens)	19/01/2018 11.00 hrs To 09/02/2018 17.00 hrs	25/01/2018 11.00 hrs At Collector Office Osmanabad	27/01/2018 11.00 hrs to 09/02/2018 17.00 hrs	10/02/2018 17.00 hrs If Possible At Collector Office Osmanabad	1.10 Cr.	5000/-	10 lakhs	10 Years
2	24 VIP Rooms Bhakt Niwas								

Note- The detailed tender notice is available on web site [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

**Tahsildar & Manager (ADMN)**  
Shri Tulja Bhavani Temple Trust Tuljapur

**Collector Osmanabad & Chairman**  
Shri Tulja Bhavani Temple Trust Tuljapur

**E-TenderNotice For Outsourcing Bhaktnivas**

**SHRI TULJABHAVANI TEMPLE TRUST, TULJAPUR**

**I.DETAILED TENDER NOTICE**

**For Running & Managing Shri Tulja Bhavani Temple Trust's Bhakt Nivas**

Online E-tender offers are invited from the Bidder firm/Consortium/Company/Individual/Joint Venture Firm having experience of owning/operating Hotels/ Resorts / Restaurants / lodges/ Canteen/ House Keeping/Front Office and Public Relation/hospitality sector /Bhakt Nivas etc. or professionally qualified for RUNNING AND MANAGING the following properties on "As is where is basis" for a period indicated against property on **Short Term Lease Basis**.

**Bhakt Nivas**

Sr No	Region	Name of Property	Property details in brief	Minimum Avg Yearly Bid Value	EMD (Rs)	Annual Turnover (Not less than)	Period
1	Tuljapur (Near Ghatshil Parking Tuljapur)	108 Bhakt Nivas Rooms Near Ghatshil Parking (142 Rooms and 2 Small Well Furnished Canteens)	All Rooms are well Furnished, Reception and Manager office with furniture, VVIP Suit AC -12 ,VIP Room AC - 42, VIP Non AC -6 , Single Bedroom (W.C. and Bath Attached)-06, General Room each 4 bedded (W.C. and Bath Attached ) -72, Dormitories-04(Each 14 Bedded ). Common W.C and Bath-06. Water cooler – 6	1.10 crore	10 lakhs	2 crore	10 Years
2	Tuljapur (Near Shri Tulja Bhavani Temple Tuljapur)	24 VIP Bhakt Nivas Rooms Near Temple	All Rooms are well Furnished -Reception Hall with furniture - VVIP Suit AC Rooms -12 -VIP Non-AC Rooms-12 -Water cooler -2				

**Note- The detailed tender notice is available on web site [www.mahatenders.gov.in](http://www.mahatenders.gov.in)**

**Tahsildar & Manager (ADMN)**  
Shri Tulja Bhavani Temple Trust Tuljapur

**Collector Osmanabad & Chairman**  
Shri Tulja Bhavani Temple Trust Tuljapur

### Bhakt Nivas Rate schedule

Sr.No	Particulars	Per Room Rent Bound to accept by bidder from devotees
1	VVIP Suit Rooms	2,100/-
2	VIP Rooms AC	1,500/-
3	VIP Rooms Non-AC	1,200/-
4	General Room Non-AC Attached (4 Bedded Each )	1000/-
5	Single Bedrooms Non-AC Attached ( 1 Bedded)	600/-
6	Dormitories per Bed	200/-
7	Extra Mattress	100/-
8	3 Roti , 1 grevy Vegetable, 1 Dal Vegetable , salad unlimited Dal+ Rice	70/-
9	Poha, upama,idli, dosa ,uttapa,puri bhaji etc.	25/-
10	Tea, Coffee, milk	05/-

Note: 1) Charges of 3% rent gain for rooms every year will be decided after consultation with administration of Shri Tuljabhavani Temple trust Tuljapur.

2) Charges for Meal breakfast and tea/coffee/milk will be decided yearly in consultation with administration of Shri Tuljabhavani Temple trust Tuljapur.

3) Presently all rooms are having Blankets, Bed sheet and pillows. Further new purchase/maintenance shall be borne by the bidders at his own cost.

4) Presently Solar hot water heater Facility is present for each Bhakt Nivas each rooms. New Purchase/Maintenance/Repair shall be borne by the bidders at his own cost.

## **II.TERMS & CONDITIONS**

### **I. TECHNICAL TERMS**

- 1) The Bidder should be running and managing profitably a 2 STAR or better restaurants/ Hotel or Boutique Hotel / Resort /lodges/ Bhakt Nivas etc.
- 2) Bidder can be a Partnership firm or Company or Individual. For Joint Venture /Consortium necessary documentation is mandatory. Right regarding the acceptance or rejection for joint Venture/Consortium is reserved with Temple administration.
- 3) The average gross turnover of the Bidder for last 3 years is indicated in the financial capability schedule.
- 4) **Chartered Accountant Certificate for Turnover should be submitted.**
- 5) The Bidder should possess at least 3 years of experience in managing and running a Resort/Hotel/Restaurant/Canteen/Bhkt nivas. **The Bidder should have a Lodging and Boarding License issued by the Competent Authority**
- 6) No defaulter certificate from the Bidder's Bank or Financial Institution should be submitted.
- 7) Copy of Income Tax returns and wealth tax if any, duly self attested & Audited balance sheet of last 3 years, GST Number and pan card copy.
- 8) Bidder should attach copy of Service Tax return filed last year.
- 9) Bidder should submit GST Registration.
- 10) Registration Certificate registered with ESI, EPF Authority and undertaking regarding maintenance of wages register of the staff wherever applicable should be attached.
- 11) The Bidder should have the sufficient knowledge of Maharashtra cuisine. Serving of other cuisine will be optional.
- 12) The Bidder should make available at least 2VVIP suit AC and 5 VIP AC rooms at any point of time and same rooms can be rented preferably 12 hours before after prior approval from temple administration.

- 13) The Bidder should maintain software based/web based system for room allotment management, canteen management and must generate appropriate printed receipts. The bidder provide necessary documentation regarding same to temple administration every month.  
Bidder must display allotment/vacant status of rooms on Led display at appropriate places at Bhakt Nivas.
- 14) The Bidder shall display the name of Shri Tuljabhavani Temple Trust Tuljapur and also its Logo on all boards, hoardings, advertisements on the premises and in the stationary used by the said Bhakt Nivas showing Shri Tuljabhavani Temple Trust Tuljapur as the Owners and the Bidder as running and managing the Bhakt Nivas.
- 15 ) In tender process For technical Bid 60% marks and for Financial Bid 40% marks will be allotted. The bidder scoring above 50 % marks in technical Bid evaluation will only consider for financial Bid opening as well as financial Evaluation.

## **II FINANCIAL TERMS**

- a) Tender form fee and EMD should be submitted online via e-payment.
- b) PDF copy of receipt of payment should be uploaded in the Technical Folder.
- c) Lease fees payable for ten years period should be quoted.
- d) . The Minimum Yearly bid value shall be calculated as of total bid quoted for 10 years of contract in case of breach/dispute/illegal activity by bidder is observed and it is obligatory to bidder to pay the same to the temple trust.
- e) The Yearly Rates quoted should not be skewed in such a manner that the first 2 year rentals cover less than 30% of the amount total of bid quoted.
- f) Any Lease fee quoted below the mentioned **Minimum yearly Bid Value** shall be liable to be rejected.
- g) Lease fees so quoted as per respective years should be payable yearly in advance to temple administration All taxes leviable shall be borne by the Lessee and shall not from a part of the lease fees so quoted by the bidder.
- h) The successful Bidder shall be required to deposit an amount equal to 5% of respective year bid rent quoted receivable as security deposit and the same shall not bear any interest.

- i) Successful Bidder will be required to submit Solvency Certificate on award of tender.
- j) The Successful Bidder shall provide an irrevocable Bank Guarantee of the 5% amount fee as bid rent quoted for respective year payable to Shri Tuljabhavani Temple Trust Tuljapur from any Nationalized Bank/Scheduled Bank.  
The Bank Guarantee should be produced on or before execution of agreement. The Bank Guarantee should be kept alive during the period of the agreement.
- h) Irrespective of business from both bhakt nivas/canteens yearly lease installment amount must be submitted in advance to temple administration.

## II. Financial Capability and Marking Evaluation Scheme:

1	108 Bhakt Nivas with Two small Canteen	Turnover Not Less than 2 core	<b>The bidder should submit the latest three years Audited Balance Sheet in support of Gross Turnover (FY.2016-2017, 2015-2016 &amp; 2014-2015)</b>
2	24 Rooms Bhakt Nivas		

### • Technical Bid Evaluation Marking Scheme:

1. Years of Experience in Running Hotels/Restaurants/Resort/lodges/Bhakt nivas	Year of Experience	Marking
		3 Year Completion
	4 Year Completion	11
	5 Year Completion	12
	6 Year Completion	13
	7 Year Completion	14
	8 Year Completion	15
	9 Year Completion	16
	10 Year Completion	17
	Above 10 yrs to 15 yrs	18
	15 yrs to 20 yrs	19
	Above 20 Years	20
2. Average Turnover for last 3 years	2 Crore	10
	Below than 2.10 Crore	11
	Below than 2.25 Crore	12
	Below than 2.40 Crore	13
	Below than 2.50 Crore	14
	Below than 2.75 Crore	15
	Below than 2.90 Crore	16
	Below than 3 Crore	17
	Below than 3.25 Crore	18
	Below than 3.40 Crore	19
	Above than 3.40 Crore	20



Total Accommodation of running Hotels/Restaurants/Resort/lodges/Bhakt nivas (Highest Marks allotted 10)	<b>No. of Rooms</b>	<b>Marks allotted</b>
	25 Rooms	3
	25 to 75 Rooms	5
	75 to 100 Rooms	7
	Above 100 Rooms	10
1. Number of License and certificate for same service Industry- 10 Marks		<b>Required Licenses &amp; Certificates</b> 1)ISO 2)Building permit 3)Fire Safety Permit 4)Police License for Hotel 5)Health Trade License or Trade License 6)Business Registration 7)ESIC Registration PF Registration 8)FSSAI Food Business License 9) GST Registration 10) Shop Act

Note: 1) Qualification for financial price bid the bidder should get minimum 50% marks in technical Bid. (Which comes to 30 marks out of 60 marks)

2) Bidders of technical bid will be arranged in descending order of marks as A,B,C,D and so on.(Bidders with highest mark will be ranked as A ,second highest mark as B and so on.)

- **Financial Bid Marks Evaluation Scheme:**

- 1) In Financial Bid for sum of 10 year rent quoted will be calculated. Highest sum bidder will get 40 marks and remaining bidders will get proportionately equivalent marks as compared to the highest bidder with 40 marks.
- 2) After opening financial bid, highest sum quoted for 10 year will be considered as price bid. This price bid will be offered to bidder who has score highest marks in technical bid. In case he refuse to accept the same, bidder who have got second highest marks in technical bid will be offered the same price bid and so on.

E.g. suppose if total bid quoted for 10 year i.e. highest financial bid is 20 crore it will be offered to bidder who has scored highest marks in technical bid i.e. "A". If "A" refuse to accept the same highest price bid of 20 crore then the bidder who have got second highest marks in technical bid i.e. "B" will be offered the same price bid of 20 crore and so on.

- 3) All powers in respect of clarification in aforesaid matter shall rest with Administration of Shri Tuljabhavani Temple Trust Tuljapur and shall be final.

### **III. General Terms & Conditions**

- 1) The Term “**As is where is Basis**” means all the facilities including Civil, Electrical, Electromechanical, electronics, landscape, Access road, water supply, sanitary disposal works are being offered on “**As is where is Basis**”. No claims of any nature including financial claims shall be allowed for any additions, alternations, enhancement, augmentation needed to commission / run the facility.
- 2) Term of Lease period for the Tender properties will be 10 (Ten) years. It can be discounted at any time if any violation observed by bidder according to tender and agreement terms condition.
- 3) Tender Document is not transferable.
- 4) Offers received without Earnest Money and tender fees shall be treated as invalid and rejected.
- 5) Conditional offers shall be liable for rejection and the offers which do not conform to the requirements of the tender document will be liable for rejection. Tenders which do not fulfill all or any of the conditions or incomplete in any of the conditions or incomplete in any respect are liable for rejection.
- 6) **The Competent Authority reserves right to reject any or all offers without assigning any reason thereof.**
- 7) The offer shall remain valid and open for acceptance for a period of 180 days from the specified date for receiving the same.
- 8) Bidder must quote rates for mentioned properties in Financial price Bid only in Envelop 2.
- 9) The amount of Earnest Money will be refunded without interest to the unsuccessful Bidder.
- 10) Stamp duty and fees for registration of the agreement will be borne and payable by the LESSEE.
- 11) The Lease period shall commence from the date of execution of the Agreement by the temple administration.
- 12) The facility of hourly basis rent will be finalized by temple administration.
- 13) Any additional activities of Tourist interest created by the Bidder will require prior consent of temple administration. Terms and conditions for the same will be decided between Shri Tuljabhavani Temple Trust tuljapur and bidder through separate agreement.

- 14) All the Licenses should be initiated & taken on the name of Shri Tuljabhavani Temple Trust Tuljapur by Bidder so that it is easy to monitor by Shri Tuljabhavani Temple Trust Tuljapur. But Fees, Licenses fees and any other outgoings will be paid by the Bidder for such Licenses.
- 15) The Bidder may make changes like building up Canopy during rainy season with the consent of Shri Tuljabhavani Temple Trust Tuljapur.
- 16) The canteen shall provide a variety of vegetarian food, breakfast items and beverages in the prices decided by temple administration.
- 17) LESSEE may provide value added service such as Cyber/Internet Café, Souvenir shop, Doctor on call facilities, May I help you counter, Travelling counter, Package Tours Booking Counter, Car Rental/Hotel Booking Booth with prior permission from temple administration.
- 18) The LESSEE shall be permitted to either directly/indirectly permit advertisement/publicity/sponsorship of any brand or product after prior permission from temple administration.
- 19) LESSEE will be permitted to display his brand/firm's name on the Bhakt nivas as Manager of the property along with the name of Shri Tuljabhavani Temple Trust Tuljapur which should prominently appear on the sign board size and style of which will be decided by Shri Tuljabhavani Temple Trust Tuljapur.
- 20) Only the Properties / buildings and the piece of land under the said buildings / premises/ properties are being offered under this tender. Any additional land available shall vest in Shri Tuljabhavani Temple Trust Tuljapur and shall be solely at the disposal of Shri Tuljabhavani Temple Trust Tuljapur and the lease shall not have any right there on or shall cause any obstruction for the same.
- 21) Shri Tuljabhavani Temple Trust Tuljapur reserves the right to create any new facility / amenity on the said open land in the premise of the Leased Bhakt nivas and the Lease shall not cause any obstruction for the same.
- 22) All current repairs for the maintenance operation & upkeep of the property shall be the Sole responsibility of the lease.
- 23) **The bidder can use empty area finalized by temple administration at 24 Bhakt nivas for cafeteria as his own cost and provide the room service to the devotees at the bhakt nivas.**

**24) Technical Bid (Envelope 1 ):**

- After opening of Technical Envelop 1 The Temple Administration will examine all necessary documents and if bidders are eligible then and then only financial Bid (Envelope 2) will be open. The table of **Technical Bid** details is provided in tender and has to fill correctly by bidder.
- For qualification the bidder should get minimum 50% marks in technical Bid. (Which comes to 30 marks out of 60 marks)
- Bidders of technical bid will be arranged in descending order of marks as A,B,C,D so on.(Bidders with highest mark will be ranked as A ,second highest as B and so on.)
- All mentioned technical documentation should be uploaded in technical Envelop No 1 and copy of the same should be submit to office of Shri Tuljabhavani Temple Trust Tuljapur the opening date of said tender.

**30) Financial Bid(Envelope 2)**

As per committee report of technical & financial, criteria shall be the basis of finalizing tender. The Finalized bidder has to sign agreement on 500 Rs bond paper.

- 1) In Financial Bid for sum of 10 year rent quoted will be calculated. Highest sum bidder will get 40 marks and remaining bidders will get proportionately equivalent marks as compared to the highest bidder with 40 marks.
- 2) After opening financial bid, highest sum quoted for 10 year will be considered as price bid. This price bid will be offered to bidder who has score highest marks in technical bid. In case he refuse to accept the same, bidder who have got second highest marks in technical bid will be offered the same price bid and so on.

E.g. suppose if total bid quoted for 10 year i.e. highest financial bid is 20 crore it will be offered to bidder who has scored highest marks in technical bid i.e. "A". If "A" refuse to accept the same highest price bid of 20 crore then the bidder who have got second highest marks in technical bid i.e. "B" will be offered the same price bid of 20 crore and so on.

- 3) All powers in respect of clarification in aforesaid matter shall rest with Administration of Shri Tuljabhavani Temple Trust Tuljapur and shall be final.

All rates should be filled by bidders in price bid Zero/blanks/overwriting/negative values are strictly prohibited in financial Bid document.

Sd/-  
Tahsildar And Manager(Admin)  
S.T.B.T Tuljapur

#### **IV. GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF BIDDER**

1. Tender Document can be downloaded and obtained from [www.mahatenders.gov.in](http://www.mahatenders.gov.in)
2. The Bidders are advised to visit the site/property in advance at their own cost.
3. All the Taxes including N.A. taxes that may be levied by the related Authorities, local bodies for commercial operation etc are to be borne by the Bidder.
4. Bidder and any of his personnel or agents will be granted permission to enter upon the premises and lands to inspect the property for the purpose only, upon the express conditions that the Bidder, his Personnel and Agents indemnify Shri Tuljabhavani Temple Trust Tuljapur from all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss, damage, costs and expenses whatsoever caused, which but for the exercise of such permission would not have arisen.
5. The prospective Bidder requiring any clarification on the tender document, may seek the same from website.
6. All corrections and additions should be initialed.
7. In the event of the tender being submitted by a Firm, it must be signed by the authorized signatory of the firm.
8. In the event of tender being accepted, the amount of earnest money will be appropriated towards the amount of security deposit payable by the Bidder subject to condition herein below.
9. If, after submitting the tender, the Bidder withdraws his offer or modifies the same or if after the acceptance of his tender the Bidder fails or neglects to complete the necessary formalities or fails to implement the contract within time stipulated for, then without prejudice to any other rights, the Trust shall be entitled to forfeit the full amount of the earnest money deposited by the Bidder.
10. Shri Tuljabhavani Temple Trust Tuljapur reserves its right to revise or amend the Tender document/agreement fully or in part before the deadline for submission, and deviations/amendments if any shall be communicated in the form of publishing online Corrigendum and shall not be published in news paper.
11. The Bidder is expected to examine carefully all instructions, forms, general rules in the tender document. Failure to comply with the requirements of tender submission will be at the Bidder's own risk. Tenders which do not conform to the requirements of the Tender Documents will be rejected.
12. The acceptance of tender shall be communicated to the successful Bidder on approval of the Competent Authority

## **V Procedure for E-TENDER**

- 1) Technical Envelop No.1 shall contain the PDF copies of all mentioned Tender documents and following documentation, Originals may also ask to produce at any point of time.**
  - (a) Bid letter No.1 as provided in the document, duly typed out, signed and completed with the required information in the format given.
  - (b) Acknowledgement receipt of EMD & Tender Fees.
  - (c) For public/private company or a firm, Profit & Loss Account and Balance Sheet of the Tender's Establishment for the last three years duly certified by Chartered Accountant & Self Attested by Authorized Signatory.
  - (d) The average gross turnover of the Bidder for last 3 years is indicated in the financial capability schedule in tender Chartered Accountant Certificate for the same should be uploaded.
  - (e) No default certificate from the Bidder's Bank or Financial Institution.
  - (f) Copy of Income Tax returns and of wealth tax if any, duly (Self attested) and copy of PAN card.
  - (g) Experience Certificate for having experience as on the date of submission of tender offer in operating and managing profitable resort/hotel or restaurant.
  - (h) All pdf copies should be duly self attested & original be produced on demand
  - (i) Documentary evidence of the establishment of the company/firm/partnership
  - (j) GST Registration, Service and sale Tax last year return filed copy.
  - (k) Registration Certificate Registered with ESI, EPF Authority and undertaking regarding maintenance of wages register of the staff wherever applicable should be uploaded.
  - (l) The Tender document shall be signed and stamped by the bidder or his authorized signatory.
  - (m) For Joint Venture /Consortium necessary documentation is mandatory. Right regarding the acceptance or rejection for joint Venture/Consortium is reserved with Temple administration

- (n) **The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.**

## **2) Financial/Commercial Bid Folder**

- a) The Bidder shall mention the Lease Rent Offer in financial Bid only. The Financial rates should not be disclosed in any other part of document. If it observed then the bidder is liable for rejection.



## VI. BLANK FORM OF BID LETTER NO.1

Bidder's Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
Tahsildar And Manager (Admin).  
Shri Tuljabhavani Temple trust  
Tuljapur-43601  
Dist. Osmanabad-43501  
(MH) India

**Sub : Offer for running and Managing (with name of property as mentioned in Detailed Tender Notice**

Sir,

I/We, have read the Tender Document No. \_\_\_\_\_ and have carefully studied and understood before submitting the Tender the present condition and details of property, the Standard Agreement, General Rules and Directions and the Tendering Procedure for submission of offer and agree to abide by all the stipulated terms, conditions, rules and provisions contained therein.

The required information relating to my/our/Establishment is furnished as below:

1	Name of the Bidder	
	Address of Organisation	
2	Company/Firm/any other a).Details of Registration b).Business / Office Address c)Name of the Proprietor/Owner/Manager	
3	Correspondence Address a).Telephone No: b).Fax No. c).Website d) Email-Id	
4	i) Shop & Establishment Certificate attached ii)Copy of Documentary evidence of the company/firm/partnership registration	Yes/No Yes/No

	(specify) attached			
5	i) GST Registration Certificate No. (ii) Details of the Service Tax paid for the previous year (Last return copy attached) iii) Sales tax Paid previous year :			
6	Copy of Pan Card attached	Yes/No		
7	Copy of Income Tax Returns for last four years i.e. up to 2016-17			
		Financial Year	Attached	
		2013-14	Yes/No	
		2014-15	Yes/No	
		2015-16	Yes/No	
8	Turnover for last Three Years (Audited Balance Sheet) along with <b>Chartered Accountant Certificate.</b>	2014-2015	2015-16	2016-17
9	Experience Certificate if any,	No of Yrs Star Category		
10	No Default Certificate attached	Yes / No		
11	EPF attached	Yes / No		
12	ESIC Yes / No	Yes / No		
13	Undertaking regarding wages registered attached	Yes / No		
14	The details of my/our Establishment in term of capacity, turnover, profit, etc. are as below:			
	<b>Nature of Business</b>	<b>No. of Units</b>	<b>No. of Employees</b>	<b>Net Profit.</b>
	Resort or Hotels or Restaurants			
15	a) Eating House License b) Lodging and Boarding License c) Other Relevant Documents			

**I have read and agreed to all terms and conditions mentioned in tender notice.**

Yours faithfully,

(Signature)

Place:

Signature of Bidder with

Date:

Name and Designation where applicable

[This is specimen format for reference.]

**VII. FINANCIAL PRICE BID**

**For 108 and 24 Bhakt Nivas**

Bidder's Name and Address

To,  
Tahsildar And Manager (Admin).  
Shri Tuljabhavani Temple trust  
Tuljapur-43601  
Dist. Osmanabad-43501  
(MH) India

\_\_\_\_\_

**Sub : Offer for running and Managing \_\_\_\_\_ (Name of the Property)**

Sir,

In response to your advertisement which appeared in \_\_\_\_\_ newspaper dated \_\_\_\_\_ having carefully studied and understood the provisions and terms and conditions, General Rules and Directions given \_\_\_\_\_ submit my/our in the Tender Document No.-----I/We (name of the Bidder)

offer for \_\_\_\_\_ (write name of the property as mentioned in Detailed Tender Notice).

Period	1. Running and Managing 108 Bhakt Nivas and two small canteen 2. Running and Managing 24 Rooms Bhakt Nivas in Rs
1 <sup>st</sup> year income	Rs. _____
2 <sup>nd</sup> year Income	Rs. _____
3 <sup>rd</sup> year Income	Rs. _____
4 <sup>th</sup> year Income	Rs. _____
5 <sup>th</sup> year Income	Rs. _____
6 <sup>th</sup> year Income	Rs. _____
7 <sup>th</sup> year Income	Rs. _____
8 <sup>th</sup> year Income	Rs. _____
9 <sup>th</sup> year Income	Rs. _____
10 <sup>th</sup> year Income	Rs. _____
Total Offer for 10 Years	Rs. _____
Total	Rs. _____ In words:

Thanking You

Yours faithfully,

(Signature)

Signature of Bidder with

Name and Designation where applicable

Place :

Date :

**Note: To be submitted duly typed out online in Financial Bid Envelop No. 2 only.**

## **VIII .NOW IT IS HEREBY MUTUALLY AGREED AS**

### **FOLLOWS TERM, LEASEFEE AND USE OF LEASEFEE**

1. THE LESSOR hereby grants to THE LESSEE a Lease and permission to run and manage the said Property (108 bhakt Nivas,two small canteen and 24 bhakt nivas) for a period of 10 **years** commencing from the date of execution of the agreement.
2. In this agreement the words “Managing the Bhakt Nivas” means :-
  - (a) To give the rooms of the Bhakt Nivas to the devotees/tourists at such rates not exceeding the rates that is approved by THE LESSOR.
  - (b) An exclusive right to serve and sell food and provisions and non-alcoholic beverages in the Canteen in the Bhakt Nivas. Managing and running Canteen for Bhakt Nivas (108 bhakt Nivas,two small canteen and 24 bhakt nivas)
  - (c) An exclusive right to serve and sell food ,breakfast and beverages in the Bhakt Nivas on the rates that is approved by THE LESSOR.

### **RIGHTS AND LIABILITIES OF LEASEE**

3. During the aforesaid period of Ten years THE LESSEE shall have lease and authority only to enter upon the said Bhakt Nivas described in the schedule here to for the purposes of managing the Bhakt Nivas and/or conducting catering services as hereinafter provided and for no other purposes whatsoever and THE LESSEE shall be deemed to be bare lease only for running the said Bhakt Nivas.
4. Nothing in these presents contained shall be construed as demise in law of the Bhakt Nivas or any part thereof so as to give to THE LESSEE any legal interest therein, but THE LESSEE shall only have a lease to enter upon the Bhakt Nivas for the purpose of performing this Agreement.
5. THE LESSEE will have to accept possession of the Bhakt Nivas in whatever condition the same may be existed at the time of handing over possession.
6. No extra charges allowed for parking at bhakt Nivas.
7. The booking of bhakt nivas will be done only in the name of devotees/tourist who supposed to book rooms and want to stay in bhakt nivas.
  - a) Any additional activities of Tourist interest created by the Lessee with the prior consent of the Lessor and agreement done separately for the same.

b) The Lessee may make changes like building up Canopy during rainy season with the consent of Shri Tuljabhavani Temple Trust Tuljapur.

c) The LESSEE will also be liable to provide to LESSOR, an undertaking of any outstanding amounts (dues) he has in the past, present and future from any individual, financial institution etc. **LESSEE is also liable to produce details of all his Movable and immovable property apart from his security deposit and bank guarantee at the time of signing this SHORT TERM. LESSEE shall give a certificate of disclosure i.e, criminal antecedent record (a clearance of criminal record certificate from police) if any.**

8. THE LESSEE hereby agrees to observe and perform the following that is to say

(a) That **THE LESSEE shall pay to THE LESSOR lease fees/compensation at the rates and in the manner specified in financial price bid plus service tax and all other taxes at the rates prescribed by the government from time to time and after deducting TDS. Lessee shall produce TDS certificate to Shri Tuljabhavani Temple Trust Tuljapur.**

- i) The quoted Lease fees/Compensation shall be paid in advance without any deduction by yearly installment. If Lessee pays rent by cheque and the said cheque is dishonored then the lessee shall be liable to pay Rs.500/- per cheque towards bank charges and the Lessee shall submit fresh cheque within 10 days along with fine of Rs.500/- as aforesaid and where the cheques issued by the Lessee are dishonored for more than 3 times cumulatively during the lease period, the lessee shall be liable for automatic termination after the 3<sup>rd</sup> dishonored and legal action shall be initiated.

The LESSEE shall make the payments by Cash/D.D/RTGS to the account provided by temple administration.

If THE LESSEE fail or neglect to pay to THE LESSOR compensation at the rates and in the manner specified above, then they/he shall, in addition to the amount so due and payable by them to THE LESSOR pay simple interest thereon at the rate of 18% per annum from the date of default in payment of compensation or delay in payment of interest continues for one month OR more than 30 days from the due date of payment THE LESSOR shall be entitled to recover the same dues from security deposit paid and will have right to terminate this agreement without any notice and to evict THE LESSEE from the said Bhakt Nivas. In such situation Lessee shall handover peaceful possession to the Lessor.

- ii) The Successful Bidder shall provide an irrevocable Bank Guarantee of the 5% amount fee as bid rent quoted for respective year payable to Shri Tuljabhavani Temple Trust Tuljapur from any Nationalized Bank/Scheduled Bank.

The Bank Guarantee should be produced on or before execution of agreement. The Bank Guarantee should be kept alive during the period of the agreement.

- (b) THE LESSEE shall display the name of THE LESSOR and also its Logo on all boards, hoardings and advertisements on the premises of the said Bhakt Nivas showing THE LESSOR as the Owners and THE LESSEE as running and managing the Bhakt Nivas. Any default in this matter for a period of more than 6 months cumulatively during the lease period. The lease shall be liable for automatic cancellation.

- (c) That THE LESSEE shall at their cost keep the said Bhakt Nivas clean and in best hygienic condition and for that purpose take all necessary steps and precautions in that behalf and follow the guidelines as may be in force from time to time and comply with all statutory provisions, rules, regulations and bye-laws of the local and other authority in respect of sanitary arrangements hygiene, health or cleanliness and shall indemnify THE LESSOR against all costs, claims, liabilities, fines or other expenses whatsoever which may fall upon THE LESSOR by reason of non-compliance and non-observance by THE LESSEE therewith. Further THE LESSEE shall provide adequate pest control service at his own cost during the lease period to the satisfaction of THE LESSOR to ensure hygienic condition of the Bhakt Nivas.
- (d) THE LESSEE shall install adequate fire extinguishers in the Bhakt Nivas and shall be responsible for checking and servicing them from time to time and LESSEE shall adhere strictly and rigidly to any security or safety regulations prescribed by a local or other authority.
- (e) THE LESSEE shall during the terms of this agreement, insure and keep insured the said Bhakt Nivas in the such sum as would be decided/approved by THE LESSOR in the name of THE LESSOR against any damage to the said Bhakt Nivas caused by fire, explosion, riot, civil commotion, strikes lockouts, workers/labour disturbances, storm, tempest, flood, earthquake or any Act of God with an Insurance Company to be approved by THE LESSOR and will produce to THE LESSOR, the policy or policies of insurance and receipts for the payment of last premium. In case of any damage to the Bhakt Nivas, THE LESSEE shall carry out the repairs to the said Bhakt Nivas at his expenses and THE LESSOR shall give any claim that may be received towards meeting expenses incurred by THE LESSEE in rebuilding or reinstating the said Bhakt Nivas. OR if insurance payment of the property is paid by LESSOR then required payment to be reimburse by LESSEE.
- (f) THE LESSEE shall make adequate and satisfactory arrangements for the removal of

waste or garbage, and follow the guidelines that may be prescribed from time to time.

- (g) THE LESSEE shall at their cost provide suitable and sufficient staff for all the purpose of running the Bhakt Nivas such staff shall wear the uniform daily approved by THE LESSOR and shall be clean, civil and sober at all times and at least when on duty. Any member of LESSEE staff whose conduct while on duty is in the opinion of LESSOR detrimental to the interests of LESSOR, THE LESSEE shall, at the request of THE LESSOR take appropriate action in the matter.
- (h) THE LESSEE shall forthwith on the expiry or termination of this agreement, without demur, quit, vacate and hand over vacant and peaceful possession of the said Bhakt Nivas to THE LESSOR in the same condition in which they were at the time of commencement of this agreement with the exception of normal wear and tear.
- (i) THE LESSEE shall not, except with the prior permission in writing of THE LESSOR, make any additions or alterations to the premises of the said Bhakt Nivas including electric installations and fittings. All additions or alterations so made or carried out by THE LESSEE with such permission shall, on termination of this Agreement, become the property of THE LESSOR and THE LESSEE shall neither have any right, title or interest therein nor shall they be entitled to claim from THE LESSOR any costs, charges or compensation in respect thereof. provided that THE LESSOR, shall be at liberty to call upon THE LESSEE to remove at their costs and consequences all additions and alterations made by them and restore the premises of the said Bhakt Nivas to their original conditions.
- (j) THE LESSEE shall bear and pay all the taxes and outgoing of whatsoever nature, and description including municipal taxes, property taxes, N.A. Tax, Sales-tax, water charges, entertainment tax, electricity charges, sanitary charges, education fees, lease fees, expenses for gas consumption and other charges, taxes and fees that may be levied by the local authority, Government or any other Trust during the period of this Agreement and which are required to be paid for the continuous and efficient running of the said Bhakt Nivas. There shall be no malpractices regarding tax / cess whatsoever payable.
- (k) THE LESSEE shall, in the event of failure of electricity and/or non-supply of water, make alternate arrangement at their cost therefore and THE LESSOR shall not



be liable to compensate THE LESSEE for loss of their business due to failure of electricity and/or non-supply of water.

- (l) THE LESSEE shall use the said Bhakt Nivas only for the purpose as mentioned in this Agreement and for no other purposes whatsoever, nor shall they allow them to be used or utilized by any person or persons other than THE LESSEE or their servants. Provided that THE LESSOR shall have the right to use the said Bhakt Nivas only for short duration for purposes of holding conferences, meetings, functions at mutual communication and that too only after giving to THE LESSEE sufficient advance notice in writing of LESSOR's intention of such temporary use.
- (m) Subject to the provisions of sub-clause (j) hereof, THE LESSEE shall be entitled to use the, existing gas, electricity and water connections in the premises of said Bhakt Nivas. However, separate electricity meter, water supply meter will be installed at SHORT TERM premises and the bills will be paid by THE LESSEE as per actual. Also no generator set will be provided and arrangement for this has to be made by THE LESSEE.
- (n) If any THE LESSEE shall be entitled to make use of the telephone facility at the said Bhakt Nivas and THE LESSEE shall be liable to pay all the bills for rental charges and call charges that may be issued by the telephone authorities from time to time.
- (o) THE LESSEE shall, pay yearly quoted lease fees during the subsistence of this agreement, pay to THE LESSOR the fees in respect of all leases or permissions which are due and payable from time to time and shall also cause to be renewed all the leases and permissions during the subsistence of this agreement.
- (p) THE LESSEE shall sell and serve in the said Bhakt Nivas and by way of room service at all times fresh, wholesome, clean, hygienic and good quality food, drinks and beverages. The LESSEE shall at no point of time compromise on the quality of food and services and shall at all times maintain good quality A duly authorized representative of THE LESSOR in this behalf shall without prior notice have the authority to inspect and taste such eatables or drinks and if on such examination, it is proved to his satisfaction that any article, provision or beverage is

unhygienic, unwholesome or below standard, such representative of THE LESSOR shall have authority to forthwith stop and discontinue the sale and service thereof and to order its destruction and also to destroy the same at the cost of THE LESSEE, without prejudice to the right of THE LESSOR to levy such fine as it may in its absolute discretion think fit and THE LESSEE shall, without demur, pay to THE LESSOR fine so imposed.

- (q) THE LESSEE may, with the previous permission in writing of THE LESSOR, sell provisions like soaps, hair oils, shampoos, shaving blades, tooth pastes, brushes and medicines like Iodine, Pain Balm and such other provisions as may be required by a devotee/tourist at place in the said Bhakt Nivas as may be specified in the said permission.
- r) THE LESSEE shall not bring, store, stock, keep or cook in the Bhakt Nivas beef or bacon or anything which may injure or hurt religious feelings of any community.
- (s) THE LESSEE shall not bring, store, stock, keep, or sell any illicit or contraband articles or goods in the said Bhakt Nivas or in the vicinity thereof.
- (t) THE LESSEE shall, at their own cost, make arrangements for the furnishing utensils, cutlery, crockery, linen, plants, machinery, equipments, furniture etc., of good standard for the said Bhakt Nivas. In case THE LESSOR supplies any or all of the aforesaid items, then they will be absolute property of LESSOR during the subsistence of this agreement. Items so supplied by THE LESSOR shall be used by THE LESSEE with due care and caution and the damage or loss, if any, of such items shall be made good by THE LESSEE to THE LESSOR. On the expiry or the termination of this agreement, THE LESSEE shall return to THE LESSOR, such items in the same condition in which they were at the time of delivery. A list of Articles/furniture supplied to THE LESSEE shall be furnished by THE LESSOR duly signed by representatives of both the parties to the agreement, at the time of taking possession.
- (u) In the event of the expiry at termination of this agreement, THE LESSEE shall either be entitled to remove or take away at their own cost, charges and expenses, all such movables brought by them in the said Bhakt Nivas and as are capable of being removed or taken away without causing any damage howsoever to the said Bhakt Nivas or any part thereof or shall also have the option to leave behind the same or

any of them on payment by THE LESSOR to them of such compensation of consideration of consideration as may be mutually agreed upon between the parties hereto.

- (v) THE LESSEE shall keep the Bhakt Nivas /canteen open on each and every day as permissible by local Authority or rules applicable.
- (w) THE LESSEE should provide room service to the tourists/devotees staying in the Bhakt Nivas.
- (x) THE LESSEE shall get the tariff duly approved by THE LESSOR and they shall sell food, drinks and provisions and render services only at the reasonable rates as intimated to THE LESSOR. The rates/tariff so fixed shall be displayed by THE LESSEE at a conspicuous place in the said Bhakt Nivas. THE LESSEE shall communicate the yearly sales turnover of the Bhakt Nivas to THE LESSOR by end of April.
- (y) THE LESSEE shall white wash walls, gate together with all facilities enjoyed in respect of the Bhakt Nivas premises once in every year and shall keep in and maintain the furniture whether, belonging to THE LESSOR or brought to by LESSEE in good condition.
- (z) THE LESSEE shall be fair in dealings and courteous in behaviour with the devotee/tourist.
- (aa) THE LESSEE shall employ in the said Bhakt Nivas their own employees to run the said Nivas Bhakt and they shall be liable to pay the salaries, leave wages, bonus, gratuity, retirement benefits and all other required benefits and legal dues payable to them. THE LESSEE shall also comply with each and every provisions of law applicable to their employees, including obtaining of leases under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, payment of minimum rates of wages, subscription to provident fund, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. THE LESSOR shall in no way be liable to pay any dues or claims payable in this behalf to the said employees nor will those employees shall have any claim of employment in the Organization of

THE LESSOR while delivering and handing over the said Bhakt Nivas to THE LESSOR, expiry of this agreement or on its earlier termination. THE LESSEE shall indemnify and keep indemnified and save harmless THE LESSOR against all costs, charges and expenses of whatsoever nature which may be incurred by THE LESSOR in this behalf. Standard prescribed and shown in the Annexure to this agreement is desirable.

(bb) THE LESSEE shall at their own cost provided/replace, all electric bulbs and tubes required for, the use of the electric installation provided in the said Bhakt Nivas and replace such of the bulbs and tubes as may fail, fuse or be broken and keep electric installation in a clean safe and secure condition by properly dusting the fan, fittings, etc.

(cc) THE LESSEE shall at all times keep a complaint and suggestion book at a conspicuous place in the said Bhakt Nivas premises, wherein the customers may **record their complaints and suggestions and the book so kept and maintained shall be open for inspection by the inspecting officers of THE LICENSOR. Also, the Lessee shall display the following notice at a conspicuous place in the Bhakt Nivas minimum size of 3 x 4 ft for the information of the tourist/devotees. "Tourist's/devotees are requested to convey their feedback/complaints along with photos evidences if any, whether favorable or adverse on any of the following;**

1. The extracts of the complaints/suggestions book shall be forwarded by

LESSEE to [shreetuljabhavanitemple@gmail.com](mailto:shreetuljabhavanitemple@gmail.com)

2. Feedback link of Web portal [www.shrituljabhavani.org](http://www.shrituljabhavani.org)

THE LESSEE shall take all necessary remedial follow up steps to avoid recurring of such incidents and inform THE LESSOR about the steps taken.

- (dd) THE LESSEE shall abide by and observe each and every laws, rules and regulations of the Police, Municipal, Local Bodies and other Statutory Authorities in respect of the working of the said Bhakt Nivas therein.
- (ee) THE LESSEE shall not keep or store upon and in the vicinity of the premises of the said Bhakt Nivas any articles of combustible, inflammable, obnoxious or, dangerous nature. If any damage or destruction is caused to the Bhakt Nivas or part thereof on account of breach of this condition by THE LESSEE, they alone shall be responsible for the same and shall fully reimburse THE LESSOR for the loss suffered by THE LESSOR on this account.
- (ff) THE LESSEE shall not do or permit to be done upon the premises of the said Bhakt Nivas anything which may cause a nuisance or annoyance or in any way interference with comfort, peace or privacy of the inmates of the properties in the vicinity of the said Bhakt Nivas.
- (gg) That the Lease is hereby given to THE LESSEE only. THE LESSEE shall not directly or indirectly transfer, assign, encumber or part with their/his interest under the benefit of this agreement or any part thereof, in any manner whatsoever.
- (hh) In the event of LESSEE failing to vacate itself with its belongings and employees from the said Bhakt Nivas on expiry or determination of this agreement THE LESSEE shall pay to THE LESSOR without demure as by way of compensation not being in the nature of penalty an amount of Rs.3,000/- being the amount of loss estimated by THE LESSEE that will be suffered by THE LESSOR for every day of default committed by THE LESSEE.

## **RIGHTS AND LIABILITIES OF LICENSOR**

9. THE LESSOR shall have the following rights and powers, that is to say –
- (a) The right of THE LESSOR and its officers at all reasonable times to enter upon the premises of the said Bhakt Nivas to view its state, inspect and for all other reasonable purposes. If on inspection it is observed that THE LESSEE has committed breach of any of the terms, conditions or covenants of the Lease, THE LESSOR shall give notice to THE LESSEE to take such steps as THE LESSOR may deem fit in order to remedy the breach.
- (b) In case THE LESSEE shall fail to observe any of the terms, conditions or stipulations on their part here in contained or any directions given here under at any time to enter upon and resume.
- session of the said B and everything thereon and thereupon, this agreement shall automatically cease and terminate without prejudice to all legal rights and remedies of THE LESSOR and thereupon the deposit amount shall stand forfeited. It is also expressly agreed between THE LESSOR and THE LESSEE that for taking over and resuming possession of the said Bhakt Nivas THE LESSOR can take over and resume possession of the said Bhakt Nivas without having to commence any proceedings for the same and THE LESSEE shall not object to or pursuant thereto. It is further also expressly agreed between THE LESSOR and THE LESSEE that the re-possession of the said Bhakt Nivas as aforesaid shall be deemed to be a due surrender of the same by THE LESSEE in favour of THE LESSOR
- (c) LESSOR reserves the rights to change or cancel the agreement terms and its sole discretion with due notification to LESSEE via position. And such modifications as may be possibly be made from time to time shall be binding on all previous, existing, pending and outstanding rentals. Copies of updated terms of rental will be given upon written request.
10. THE LESSOR shall be entitled to enforce and realize the said Deed of Guarantee for the sum guaranteed therein at the sole discretion of THE LESSEE in favour of THE LESSOR and appropriate the amount so released in or towards the satisfaction of any sum due under

This Agreement and for any claims or demands whatever (whether liquidated or not), which may at any time be made or have been made on behalf of THE LESSOR from or against THE LESSEE under this Agreement and the surplus if any will be handed over to THE LESSEE on their obtaining a fresh Bank Guarantee or against handing over vacant possession of the Bhakt Nivas as the case may be.

11. This agreement is purely a lease and does not create any right or interest in THE LESSEE as a tenant.
12. The singular shall include plural and plural shall include singular.
13. Any power to be exercised by THE LESSOR shall be exercised by the Tahsildar And Manager (Admin) or, any authorized officer of THE LESSOR.
14. In case of failure to pay any amount on due date, THE LESSEE shall pay simple interest on the outstanding dues at the rate of 18% per annum from the date of default till payment subject to clause 6(a)(i) or (ii).
15. The Lease is given to awarded bidder change in the constitution of the firm/proprietary concern will be made. It is clearly understood that the Lease is not assignable.
16. In the event of death of the sole proprietor/working partners of THE LESSEE, the Lease hereby given will be transferred to his/her legal heirs. (As per procedure followed by law).
17. Responsibility of any incident/accident takes place in the Bhakt Nivas, is towards THE LESSEE and he must report to the same to the Tahsildar and  
Manager Shri Tuljabhavani Temple Trust Tuljapur.

## **NOTICES**

18. All notices, consents and approvals to be given or any action to be taken under this Agreement, shall be given or taken by the Management of temple trust or any other Officer authorized by THE LESSOR and any 8 days notice to be given to THE LESSEE shall be considered as duly served, if the same shall have been addressed to THE LESSEE and delivered to left at or posted to the usual or last known place of residence or business either, or elsewhere of the person served or on the said Bhakt Nivas or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said Bhakt Nivas. Likewise notice meant for LESSOR shall be addressed to and delivered or sends by Registered Post A.D. to THE LESSOR's address at Shri Tuljabhavani Temple Trust Tuljapur.

## **ARBITRATION AND CONCILIATION**

19. If any dispute or difference shall arise between THE LESSOR and THE LESSEE as to their respective rights, duties, obligations under this agreement or touching any other matter or thing connected with this agreement such dispute or difference shall be determined by mutually agreeable arbitrator/s from panel of arbitrators, finalized by Administration of Shri Tuljabhavani Temple Trust Tuljapur..
20. Without prejudice to any other rights and remedies of THE LESSOR, any sum or sums due and payable hereunder by THE LESSEE to THE LESSOR (including arrears of compensation) shall be recoverable as land arrears of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966, and any amendments thereof.



#### **TERMINATION / CANCELLATION**

21. In case THE LESSEE desires to quit/terminate/cancel the lease during the validity period of lease THE LESSEE shall pay compensation amount of next year quoted value in price bid. In case of failure to pay such amount the same shall be recovered from the Bank Guarantee and Security Deposit.
22. THE LESSEE shall bear and pay the costs of the preparations and completion of this agreement in duplicate, including stamp duty, Registration fees, and payable thereon. Each party shall bear and pay their respective Advocates and Solicitors costs.
23. The Courts in Osmanabad alone shall have jurisdiction to entertain, try and decide any suit or proceedings in respect of any dispute or difference arising out of this Agreement.
24. If THE LESSEE shall comply with all the terms and hereof and hands over the vacant and peaceful possession of the said Bhakt Nivas THE LESSOR shall, after deducting from the deposit any amount that may be payable by THE LESSEE to THE LESSOR hereunder, pay the balance amount to THE LESSEE. The inventory provided by temple is to be given after completion of contract.

#### **NOTIFICATION OF REPAIRS AND MAINTENANCE**

25. LESSEE shall notify Rental Agent immediately upon knowledge of any maintenance or repairs needed for the premises.

#### **NO ASSIGNMENT OR SUB-SHORT TERM**

26. LESSEE may not assign the SHORT TERM or sub-SHORT TERM all or any part of the Premises without first obtaining the LESSORS prior express written approval and consent. Any attempt by LESSEE in violation of this paragraph shall be null and void and shall confer no rights upon any attempted assignee or sub-LESSEE.

## **RISK OF LOSS AND INSSURANCE**

27. LESSEE shall be responsible for any and all loss, damage, or injury caused by its own negligence or willful conduct. LESSEES liability insurance (whether homeowners' or otherwise) shall be primary in the event of any loss or damage to property or persons occurring at or about the Premises during the Term of this SHORT TERM.

## **PERSONAL PROPERTY**

28. BY SIGNING THIS SHORT TERM, LESSEE AGREES THAT LESSEE AGREES THAT LESSEE SHALL BE AND IS SOLELY LIABLE FOR ANY AND ALL LOSS, DAMAGE, DESTRUCTION, OR THEFT OF LESSEES'S PERSONAL PROPERTY DURING THE TERM OF THIS SHORT TERM, AND LESSEE SHALL HOLD THE OWNER HAEMLESS FROM ALL LOSS, DAMAGE OR LIABILITY FOR SUCH PERSONAL PROPERTY, FURTHER, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE LESSOR / OWNER SHALL NOT BE LIABLE OR RESPONSIBVLE FOR ANY PERSONAL PROPERY. ALL SUCH PERSONAL PROPERTY MAY BE DISPOSED OF ANY MANNER LESSOR DEEMS APPROPRIATE, AND REASOBABLE CHARGFES FOR REMOVAL AND DISPOSAL SHALL BE PAID BY THE LESSEE.

## **BINDING AGREEMENT**

29. This SHORT TERM shall be jointly and severally binding upon the LESSEE and all persons, family members guests, invitees and other persons on or about the Premises with the permission of LESSEE regardless of whether or not such person has signed this SHORT TERM or not. Whenever used the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

## **MISCELLANEOUS**

Time is of the essence in all of LESSEES performances due under this SHORT TERM. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the SHORT TERM shall be determined pursuant to the laws of India.

**28. a) Manpower and consumable items would be the responsibility of the LESSEE.**

**Qualified and experienced staff shall be appointed.**

**b) The rates of the Bhakt Nivas finalized by Administration of Shri Tuljabhavani Temple Trust Tuljapur would be mandatory.**

**c) Room for the canteen staff will be given if available on mutually agreed rates by Administration of Shri Tuljabhavani Temple Trust Tuljapur**

**d) Water, electricity and other applicable taxes will be paid by the LESSEE.**

## IX. Schedule of Inventory

### List of Immovable Property and details of Locations:

**NAME OF PROPERTY:**

Land - \_\_\_\_\_ Hector – Admeasuring \_\_\_\_\_ Sq.m out of which \_ \_\_\_\_\_ Sq.m (As per Annexure \_\_\_\_\_ ) land area is used for constructions which have been leased out.

Survey No. \_\_\_\_\_

Taluka: \_ \_\_\_\_\_, District: \_\_ \_\_\_\_\_

Owner: Shri Tuljabhavani Temple Trust Tuljapur.

\_\_\_\_\_ comprises of following units.

Sr.No	Particulars	Annexure No.

IN WITNESS WHEREOF the Common Seal of the parties have caused their seals affixed hereto and to the duplicate hereof the common seal of THE LESSOR is hereunto affixed and LESSEE, have set and subscribed their respective hands and seals on the day and year hereinabove written.

**Signed for and on behalf of**

**Shri Tuljabhavani Temple Trust Tuljapur  
LESSOR**

**Name:**

**Designation:**

**Signed for and on behalf of**

**LESSEE**

**Name:**

**Designation:**

**For**

In the presence of witness:

## **X.Format of bank Guarantee**

(To be stamped as an agreement in accordance with the Stamp Act in force)

**To**  
Shri Tuljabhavani Temple  
Trust Tuljapur-413601  
Dist. Osmanabad-43501  
MH(India)

**GUARANTEE NO:**

**AMOUNT OF GUARANTEE:**

**GUARANTEE COVER FROM:**

**LAST DATE FOR LODGING**

**THE CLAIM:**

**THIS DEED OF GUARANTEE** is made on this \_\_\_\_\_**day**

Of \_\_\_\_\_ between the .....(bank name with branch and detail address ) (hereinafter called “**the Bank**”) of the **one part, and Shri Tuljabhavani Temple Trust Tuljapur.** (herein after called “**the Trust**”) of the **other part;**

**WHEREAS** \_\_\_\_\_ (hereinafter referred to as “**the Lessee**”) has approached the Trust for managing /running its Bhakt Nivas and canteen at \_\_\_\_\_ in accordance with the tender no.....dt..... granted/ awarded to the LESSEE. And there after **SHORT LEASE AGREEMENT made between the Trust and the lessee.**

**WHEREAS** to safeguard the interest of the Trust against any claim that may arise against the above SHORT TERM agreement between the Trust and the LESSEE, the Bank at the request of the LESSEE has agreed to issue this Bank Guarantee on behalf of the LESSEE.

**NOW THIS DEED WITNESSES as follows:**

1. In consideration of the **SHORT TERM AGREEMENT made between the Trust and the lessee**, the Bank as also its successors and assigns, do hereby bind itself unconditionally and irrevocably that in the event of any default or failure on the part of the LESSEE to observe all or any of the conditions of the SHORT TERM agreement the Bank shall on first demand by the Trust without protest, demur, or proof and without reference to the LESSEE and irrespective of and notwithstanding any contestation by the LESSEE or the existence of any dispute, whatsoever between the Trust and the LESSEE pay forthwith to the Trust or its successors and assigns any sum up to Rs. \_\_\_\_\_ (in words \_\_\_\_\_) that the Trust demands.
2. The Bank further agrees that this guarantee shall constitute an independent and autonomous contract between the Bank and the Trust and shall not in any way be affected by any dispute or difference between you and the Trust or the LESSEE.
3. Finally, the Bank confirms that a mere letter from the Trust under the signature of its Authorized Signatory that there has been a default/failure on the part of the LESSEE as above, shall without any other or further proof be final, conclusive and binding on the Bank.
4. Notwithstanding anything contained herein above the Bank's liability under the bank guarantee shall not exceed Rs. \_\_\_\_\_. (in words \_\_\_\_\_)

This Bank Guarantee shall remain in force up to \_\_\_\_\_ and all claims hereunder should be received by the Bank within 90 (Ninety) days after said date i.e. on or before \_\_\_\_\_ and unless such claim is received in writing on or before the said day i.e. \_\_\_\_\_ Federation under this guarantee shall be forfeited.

Yours faithfully,

For (Bank Name)

SEAL

Authorized Signatories

[This is specimen format for reference]