

**Request for Proposal**

**To**

**ENGAGE Driving Range Operator in Noida Golf Course  
Driving Range**

**Issued by:**

**At NOIDA GOLF COURSE SOCIETY (Regd.)**

Captain Shashikant Sharma Marg

Sector 38, Noida, U.P. 201303

## Disclaimer

This Request for Proposal (RFP) Document to document to **“ENGAGE Driving Range Operator in Noida Golf Course Driving Range”** contains brief information about the scope of work and selection process for the Bidder (or “the Bidder” or “the Bidder”). The purpose of the RFP document is to provide the Bidder with information to assist the formulation of their Proposal (“the Proposal”). The services related to engaging Driving Range Operator in Noida Golf Course Driving Range will further be known as **“the Project”**

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Golf Course, Noida (NGC) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NGC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NGC may deem fit without assigning any reason thereof.

NGC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NGC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

**Data Sheet**

|                                    |                                                                    |                                                                                                                                                                                   |
|------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                  | Name of the Bid                                                    | <b>RFP to ENGAGE Driving Range Operator in Noida Golf Course Driving Range</b>                                                                                                    |
| 2                                  | Time-period of contract                                            | 3 years                                                                                                                                                                           |
| 3                                  | Method of selection                                                | As per the eligibility criteria and Financial bid                                                                                                                                 |
| 4                                  | Bid Processing Fee                                                 | Rs.15000/- (Rupees Fifteen thousand only plus GST of 18%)                                                                                                                         |
| 5                                  | Ernest Money Deposit (EMD)                                         | Rs 1,00,000/- by Demand Draft                                                                                                                                                     |
| 6                                  | Minimum Fixed Fee (per month)                                      | Rs.2,25,000/- (Rupees Two Lakhs twenty five thousand only)                                                                                                                        |
| 7                                  | Bid System                                                         | Two Bid System (Technical and Financial)                                                                                                                                          |
| 8                                  | Name of the NGC official for addressing queries and clarifications | Shri Steven Menezes<br>Secretary,<br><b>NOIDA GOLF COURSE SOCIETY (Regd.)</b><br>Captain Shashikant Sharma Marg<br>Sector 38, Noida, U.P. 201303<br>secretary@noidagolfcourse.com |
| 9                                  | Bid Validity Period                                                | <b>30 days (From the date of the opening of the Financial Bid)</b>                                                                                                                |
| 10                                 | Bid Language                                                       | English                                                                                                                                                                           |
| 11                                 | Bid Currency                                                       | INR                                                                                                                                                                               |
| <b>Schedule of Bidding Process</b> |                                                                    |                                                                                                                                                                                   |
|                                    | Task                                                               | Key Dates                                                                                                                                                                         |
|                                    | Uploading of Bid                                                   | <b>02/04/2019 (Times of India, NGC Website, Notice Boards)</b>                                                                                                                    |
|                                    | Bid submission Date & Time                                         | <b>23/04/2019, 12:00 hrs (IST)</b>                                                                                                                                                |
|                                    | Opening of Technical Bid                                           | <b>23/04/2019, 15:00 hrs (IST)</b>                                                                                                                                                |
|                                    | Opening of Financial Bid                                           | <b>25/04/2019 11:00 hrs (IST)</b>                                                                                                                                                 |
|                                    | Issuance of Letter of Award (LOA)                                  | <b>Within 6 days of selection of preferred bidder (commencement of operations 1<sup>st</sup> May 2019)</b>                                                                        |
| 12                                 | Performance Security                                               | Equivalent to monthly fixed fee of 3 months                                                                                                                                       |
| 13                                 | Consortium to be allowed                                           | No                                                                                                                                                                                |
| 14                                 | Sub-contracting is allowed                                         | No                                                                                                                                                                                |
| 15                                 | Payment Details                                                    | For the payment of EMD and Bid Processing fee, 2 separate DD will be submitted along with RFP submission in the name of Noida Golf Course payable at New Delhi/Noida only         |

## 1. Section I: General Introduction

### 1.1. Project Background

**Noida Golf Course** was set up in December 1989 and is today recognized as a premium golf course in NCR and a prominent landmark of Noida City. It is an 18 hole Course spread over close to 97 acres. The total yardage is approximately 7000 yards. We have a membership roster of about 5000 that includes a wide cross section of society and an extremely cosmopolitan mix of professionals, serving and retired officers from the services and the civil administration, industrialists, captains of industry and a sizeable group of lady members.

Other than Golfing we have a varied and vibrant mix of recreational avenues/facilities for our members. Regular and major Tournaments are a part of the NGC.

The club has excellent golf driving range facilities for its members, guests, Green fee/practice fee players, student members

With the above background, the NGC intends to select Driving Range operator at Noida Golf Course Driving Range.

“The Project” is further sub divided into three (3) key tasks as described below:

- a. Task I: Operations of the Driving Range facilities
- b. Task II: Operate and maintain assigned facility/area/field
- c. Task III: Ensure complete safety of users as per applicable statutory guidelines

Pertaining to this, the Scope of Work as given in Section 2 of this document includes the details of the activities to be conducted by the selected Bidder (or “the Bidder”). Hence NGC is inviting Technical eligibility and Financial Bid for the Project

### 1.2 Brief description of the selection process

- I. NGC invites technical eligibility and financial Bids from Bidders to perform the duties and functions set forth in this Bid.
- II. NGC intends to select the Bidder through an open bidding process in accordance with the procedure set out herein.
- III. The Financial Bid of only technically eligible Bidders shall be opened.

### 1.3. Communications

All communications should be addressed to:

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Shri Steven Menezes  
Secretary,

#### **NOIDA GOLF COURSE SOCIETY (Regd.)**

Captain Shashikant Sharma Marg  
Sector 38, Noida, U.P. 201303  
secretary@noidagolfcourse.com

## Section II: Terms of Reference (ToR)

### 2.1. Scope of Services

The NGC is a world class facility for the development and growth of GOLF in Noida City. Proposals are invited to impart coaching for Golf at the NGC from experienced firms/companies engaged in operations, maintenance and coaching of golf ranges.

- i. A monthly fixed fee will be indicated by the Bidder that is higher than the minimum fixed fee mentioned in the document.
- ii. The Proposal offer and monthly fixed fee should be submitted as per Form 2 of this RFP document. The coaching fee will be fixed by the NGC, the objective being maximum footfall and quality coaching at reasonable rates. The numbers of Student Members allowed to take coaching shall be decided by NGC.

The Broad scope of tasks shall be as follows:

#### I. Provide coaching facilities

- i. The firm/Bidder shall be responsible for providing coaching facilities through their panel coaches (approved by NGC) and NGC authorized coaches..
- ii. The successful Bidder shall provide coaching facilities for both basic and competitive levels through their panel coaches; not exceeding five in number. The same can be extended up to maximum of eight coaches under information and approval of NGC.
- iii. Coaching fee (for learners), timings, duration of coaching etc. will be defined by NGC, before the commencement of operations by the successful vendor.
- iv. The Bidder shall maintain, for coaching purposes, an attendance log and prepare a timetable to accommodate both students taking coaching and those who have opted for pay and practice facility to avoid conflict of interest between the NGC and operator. The Bidder shall get the timetable approved by the NGC.
- v. The fee paid by those opting for the practice fee will be collected by NGC and the ball charges (as approved by NGC) by the bidder..
- vi. The authorized coaches would be required to personally conduct the coaching. In case the coaches are changed / required in the future, approval from the Secretary, NGC is compulsory.
- vii. The details of the coach on the panel of the bidder (not exceeding five in number) are to be submitted in the bid. In case of any change in the coach after the appointment of the operator, approval from the NGC would need to be taken.
- viii. It shall be mandatory for the successful Bidder to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
- ix. Responsibilities of the operator/Authorized personnel :
  - a. To be present at the assigned areas at all times.
  - b. To make sure that basic equipment, are in place at the facility. Make sure there are no obstacles or hazards at the assigned coaching area.

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- c. To establish policies governing each action of users before, during and after each coaching session.
- d. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
- e. To establish warm-up procedures to be followed at all practices and meets
- f. To have basic safety and rescue trainings and assist in an event of any emergency

### **II. Operate and maintain assigned playing area/field**

- i. The successful Bidder shall be responsible for basic operation and maintenance of the assigned facility located within the Driving range and at the end of the contract period when all associated facilities are handed over to the NGC should be handed over in the same operating condition as they were at the time of contract.
  - a. Upkeep of the infrastructure provided by the NGC to the Bidder
  - b. Responsible for maintenance of all the associated equipment.
- ii. The successful bidder shall clean the assigned premises regularly/all time in perfect hygienic condition.
- iv. The successful bidder shall pay the amount of monthly electricity bill pertaining to the premises, as indicated by the installed sub meter. The electricity will be charged basis existing commercial rates.
- v. The successful bidder shall compensate the NGC for any damage or loss if found in such properties with the replacement value as decided by same In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- vi. The successful bidder shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises without the prior written permission of NGC.
- vii. Successful Bidder will be required to sign an inventory of the fittings and fixtures installed within the Driving range, at the time of beginning of contract which will be verified at the time of vacating. If found otherwise, the same shall be recovered from the Bidder.
- viii. The Driving Range will be available to the Bidder from 6 AM to 9 PM.
- ix. Collection of practice green fee from non members / dependent / foreigners is ngc prerogative and collected by ngc staff.
- x. Practice balls fees will be taken by lessee (company awarded the contract)
- xi. Practice golf balls make/ quantity will be decided by the chairman driving range subcommittee / Secretary, ngc
- xii. Change of balls - every quarter to be ensured by the lessee & certified by ngc
- xiii. 5000 balls minimum to be made available every day at range by the lessee.

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- xiv. Practice range to the sponsored tournament will be allowed for 2 or 3 hrs to the players of tournament at the cost of rs 50 of 50 balls bucket only. gst as applicable
- xv. Lessee or the successful bidder will be allowed only 3 bays out of a total 11 bays. 8 bays will be used by ngc members. Members can have their own coaches.
- xvi. Quality mats are to be provided by ngc.
- xvii. Ball pickers / issues by lessee or successful bidder
- xviii. Yardage marker to be provided by successful bidder.
- xix. Fees to be charged from coaches to lessee or the a/c of successful bidder
- xx. Branding may be allowed upto 12 ft. at the designated areas of the ngc driving range on prior approval of ngc and any applicable fee, taxes, etc. will be payable by the lessee
- xxi. Coaching fee to be charged to members to be fixed after due approval of ngc.
- xxii. Coaches registered with ngc to be taken on board by the successful bidder
- xxiii. Applicable license fee for course usage will be charged by ngc from authorized coaches. the same will be intimated directly to coaches by ngc.

### **Ensure complete safety of users as per statutory guidelines**

- i. The successful bidder shall be responsible for the safety of users at all times and a first aid box should be located at close proximity of the activity area where it is accessible to all. These arrangements shall be made in advance.
- ii. The successful bidder shall be responsible for the safety of users within the designated area, especially females and dependents, against any harassment or misconduct. Any such incident will be dealt with severity and the NGC shall be bound to take legal action against the successful bidder and the responsible person.
- iii. Handle discipline situations with courtesy and fairness.
- iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
- v. The successful bidder shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
- vi. The successful bidder will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
- vii. The successful bidder must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

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### Timeline and deliverables

| S. No. | Deliverable                                                              | Timeline (t=0) from signing of Letter of Acceptance (LoA) |
|--------|--------------------------------------------------------------------------|-----------------------------------------------------------|
| 1      | Finalizing timetable and coaching Schedules (approved by Secretary, NGC) | 1 week from signing of LoA                                |
| 2      | Commencement of all the activities as per ToR                            | 1 week from signing of LoA                                |

- i. If the successful bidder is not able to comply with the scheduled timeline, it will be liable for a penalty as decided by the NGC.
- ii. The contract shall be for a period of 3 years.

## Section III: Instructions to Bidders

### A. General instructions

#### 3.1. Number of Proposals and respondents

- I. No Bidder or its Associate shall submit more than one Proposal, in response to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

#### 3.2. Proposal preparation cost

- I. The Bidder shall bear all costs associated with the preparation and submission of the proposal. NGC will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- II. All papers submitted with the bid are neither returnable nor claimable.

#### 3.3. Right to accept and reject any or all the Proposals

- I. Not with standing anything contained in this RFP Document, NGC reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- II. NGC reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or
  - ii. The Bidder does not respond promptly (within 48 hours) and diligently to requests for supplemental information required for the evaluation of the Proposal



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- iii. Rejection of the Proposal by NGC as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then NGC reserves the right to:
  - i. Either invite the next best Bidder to match the Proposal submitted by the best Bidder; or
  - ii. Take any such measure as may be deemed fit in the sole discretion of NGC, including annulment of the bidding process.

### **3.4. Amendment of RFP Document**

- I. At any time prior to the Proposal Due Date, the NGC, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the RFP Document by issuance of an addendum. The addendum will be available on the NGC website.
- II. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NGC may, at its own discretion, extend the Proposal Due Date.

### **3.5. Data Identification and collection**

- I. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- II. It would be deemed that by submitting the Proposal, the Bidder has:
  - a. Made a complete and careful examination and accepted the RFP Document in total;
  - b. Received all relevant information requested from NGC and:
  - c. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
    - i. Site
    - ii. Type of project
    - iii. Existing data or any relevant information;
    - iv. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
- III. NGC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **B. Preparation and Submission of Proposals**

### **3.6. Language and currency**

- I. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are

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not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

- II. The currency for the purpose of the Proposal shall be the Indian Rupee (INR)

### **3.7. Proposal validity period and extension**

- I. Proposals shall remain valid for a period of 30 days from the Proposal Due Date ("Proposal Validity Period") and NGC may solicit the Bidder's consent for extension of the period of validity, if required. NGC reserves the right to reject any Proposal, which does not meet this requirement.
- II. In exceptional circumstances, prior to expiry of the original bid validity period, NGC may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

### **3.8. Format and Signing of Proposals/ Bids**

- I. The Bidder needs to submit their technical proposals in prescribed format (Section 8).
- II. The proposals/bids shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initiated by the person(s) signing the proposal.
- III. Bidders would provide all the information as per the RFP Document and in the specified formats. NGC reserves the right to reject any bid that is not in the specified formats.
- iv. In case the Bidder intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

### **3.9 Sealing and marking of proposals**

**The technical and financial proposal shall be sealed in two separate envelopes and then in one single outer envelope clearly bearing the following identification: "RFP to Engage Driving Range Operator in Noida Golf Course Driving Range".**

The proposals shall be addressed to:

**Shri Steven Menezes**

**Secretary,**

**NOIDA GOLF COURSE SOCIETY (Regd.)**

Captain Shashikant Sharma Marg

Sector 38, Noida, U.P. 201303

The envelope shall indicate the name, address and contact number of the Bidder. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

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### **3.10 Proposal due date**

- I. NGC, at its sole discretion, may extend the bid due date by issuing an Addendum/Corrigendum.
- II. Proposals should be submitted at or before the date and time as mentioned in the Data Sheet of this document. Proposals submitted by either facsimile transmission E-mail will not be acceptable.
- III. NGC may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum/Corrigendum, uniformly for all Bidders.

### **3.11 Late bid**

- I. Any bid received by NGC after date and time as mentioned in the Data Sheet of this RFP will not be accepted.

### **3.12. Modifications/Substitution/Withdrawal of Proposals**

- I. The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the NGC.

### **3.13. Selection of the Agency**

- I. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the NGC, on any matter related to its proposal it should do so in writing. Any effort by the Bidder to influence any officer or bearer of the NGC in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

## **C. Bid Opening**

### **3.14. Opening of Proposals**

- I. NGC would open the Proposals at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
- II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.
- III. NGC would subsequently examine Proposals in accordance with the criteria set out in this Document.

### **3.15. Confidentiality**

- I. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- II. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

### **3.16. Tests of Responsiveness**

Prior to evaluation of bids, NGC will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:

- i. It is received/deemed to be received by the bid due date and time including any extension
- ii. It is signed, sealed and marked as stipulated
- iii. It contains all information required in this RFP Document.
- iv. Information is provided as per the formats specified in the RFP Document.
- v. Deposit of EMD & Bid Processing Fee

NGC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NGC in respect of such bids.

### **3.17. Clarifications**

- I. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided.
- II. The NGC shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the NGC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the NGC to respond to any question or to provide any clarification.
- III. The NGC may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Bidders by way of a common communication. All clarifications and interpretations issued by the NGC shall be deemed to be part of this document. Any verbal clarifications and information given by NGC or its employees or representatives or consultants shall not in any way or manner be binding on the NGC. The NGC reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.
- IV. The NGC will provide adequate information/support to assist the Bidders in the formulation of their application or response to this bid document.
- V. Further, to assist in the process of evaluation of Proposals, NGC may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing or by E-mail. No change in the substance of the Proposal would be permitted by way of such clarifications.

### **3.18. Proposal Evaluation**

- I. The bids will be evaluated by the Evaluation Committee as formed by the NGC.

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- II. The Submissions of the Bidders would first be checked for responsiveness as set out in the bid document. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document.
- III. The envelopes containing the Technical Proposal of the Bidders who do not meet the Technical Criteria shall not be considered for further process.

### **3.19. Technical Proposal Screening**

- I. The Technical Proposals of the Bidder would be screened as per the procedure set out in this document.

### **3.20. Negotiations**

- I. Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written NGC to negotiate and conclude a contract.

### **3.21. Notifications**

- I. NGC will notify the Successful Bidder by a Letter of Acceptance (LoA) that its bid has been accepted.

### **3.22. Acknowledgement of LoA and Execution of Agreement**

- I. Within one (1) week from the date of receipt of the LoA, the Successful Bidder shall acknowledge the LoA and return the same, duly accepted, to NGC. The Successful Bidder shall execute the Agreement/MoU within one (1) week of the receipt of LoA.
- II. NGC will promptly notify other bidders that their bids have been unsuccessful.
- III. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LoA shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, NGC reserves the right to:
  - i. Either invite the next best Bidder for negotiations, or
  - ii. Take any such measure as may be deemed fit in the sole discretion of NGC, including annulment of the bidding process.

### **3.23. Earnest Money Deposit**

- I. At the time of submission of bid, bidder shall submit refundable EMD & Bid Processing Fee of amount as mentioned in the Data sheet of this document in form of DD (to be attached along with RFP submission) in favour of Noida Golf Course payable at New Delhi/ Noida only.

### **3.24. Other conditions**

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- I. Bidders may note that NGC will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- II. It is desirable that each Bidder submits its Application after inspecting the site. The site visit maybe facilitated by NGC. A prospective bidder may notify NGC in writing 3 days prior to site visit. NGC would endeavor to facilitate site visit depending on availability of concerned officials.
- III. All correspondence/enquiry should be submitted to the following in writing by email fax/ post/courier:

Shri Steven Menezes

Secretary,

**NOIDA GOLF COURSE SOCIETY (Regd.)**

Captain Shashikant Sharma Marg

Sector 38, Noida, U.P. 201303

secretary@noidagolfcourse.com

- IV. No interpretation, revision, or other communication from NGC regarding this solicitation is valid unless in writing and signed by the competent NGC from NGC.

## 4. Qualification and Selection Criteria

### 4.1. Eligibility Criteria

- I. Bidders must carefully examine the below mentioned Technical eligibility criteria. The Bidder has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

- i. The **experience of the coaches that will be stationed at the NGC** should be provided. The coaches whose details are provided would have to personally conduct the coaching (Maximum of five coaches only, approved and authorized by NGC).
- ii. With regard to the Coaches, they should have the basic qualification as laid down by the National and International Sports Federations of the respective Sports discipline NGAI (National Golf Association of India) or similar national or international institutes.

Notes: The bidder shall submit their details in the format as below, to be considered for qualification in Technical eligibility. **The offers submitted without the said documentary proof shall not be evaluated.**

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**4.2. Technical Evaluation Criteria (Bidder has to secure 75% marks for technical qualification)**

| S. No | Criteria<br>PART -1<br>(Qualifying % - 75%)                                                                                                                                                                                                                                                                                                                                 | Maximum Marks | Documentary Evidence to attached |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|
| a     | Years of experience of coaching (Head Coach) <ul style="list-style-type: none"> <li>• 5+ years (Marks: 10)</li> <li>• 8+ years (Marks: 15)</li> <li>• 10+ years (Marks: 20)</li> </ul>                                                                                                                                                                                      | 20            |                                  |
| b     | Combined Experience of the five Panel Coaches <ul style="list-style-type: none"> <li>• 5 + years (Marks:10)</li> <li>• 10 + years (Marks:15)</li> <li>• 15 + years (200Marks)</li> </ul>                                                                                                                                                                                    | 20            |                                  |
| c     | Club Fitting experience 2 yrs , 3yrs,5yrs (,3 5 &10 points)                                                                                                                                                                                                                                                                                                                 | 10            |                                  |
| d     | International Certifications in Golf Coaching <ul style="list-style-type: none"> <li>• 01 (3 points)</li> <li>• 02 (5 Points)</li> <li>• 03or More (10 Points)</li> </ul>                                                                                                                                                                                                   | 10            |                                  |
| e     | Years of Experience of running a Driving Range <ul style="list-style-type: none"> <li>• 03 to 5 Years (10 points)</li> <li>• 05 to 10 Years (15 Points)</li> <li>• More than 10 years (20 Points)</li> </ul>                                                                                                                                                                | 20            |                                  |
| f     | Whether the applicant has managed the driving range for operations with a professional golfer/Certified NGAI "A" "B" & "C" Grade Coach as part of their panel for the last 3 years? (Up to 5 coaches only) <ul style="list-style-type: none"> <li>• 2 points for "C" grade Coach</li> <li>• 3 points for "B" grade Coach</li> <li>• 4 Points for "A" grade Coach</li> </ul> | 20            |                                  |
|       | <b>CRITERIA PART – 2 (100% compliance)</b>                                                                                                                                                                                                                                                                                                                                  | <b>YES</b>    | <b>NO</b>                        |
| a     | Whether the applicant has Managed a driving range operator which is being practiced by similar sports facility, driving range,? (Documentary certificate be submitted)                                                                                                                                                                                                      |               |                                  |
| b     | Whether the applicant's sales turnover has a minimum of Rs30 lakhs during FY 2017/18?                                                                                                                                                                                                                                                                                       |               |                                  |
| c     | The applicant is not blacklisted by any depts/ministries of the Government of India/State Govt/PSU or any private                                                                                                                                                                                                                                                           |               |                                  |

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

|   |                                                                                                                                                       |  |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|   | firm                                                                                                                                                  |  |  |
| d | Whether the applicant has provided ownership credentials of applicant firm/company in original for the last 3 years (duly certified by auditor/bank)? |  |  |
| e | GST registration is provided with documentary evidence?                                                                                               |  |  |

Bidders may please note that any statutory compliance will be compulsorily be adhered by the bidder, if applicable, for e.g. ESI, PF registration etc. (any unpaid/payable statutory charges will be charged/deducted from the successful bidder)

### 4.3 Evaluation/Selection Criteria

- I. The Technical eligibility will be evaluated on the basis of Bidder's input as per the above format.
- II. The bidder shall quote above the monthly fixed fee of **Rs 2,25,000/- (Rupees Two Lakhs Twenty five thousand Only)**
- iii. The financial proposals of only technically qualified bidder (qualified bidders) will be opened and will be ranked in terms of their highest financial bid.

### 4.4 The Financial bids will be considered on highest bid.

- I. NGC on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the NGC, he/she can do so in writing.
- II. Any effort by a Bidder to influence the NGC in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.

In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring/blacklisting from NGC works and legal proceeding can also be initiated.

### 4.5. Contacting the NGC

- i. All queries to be addressed to Secretary, NGC via e-mail at [secretary@noidagolfcourse.com](mailto:secretary@noidagolfcourse.com)

### 4.6. Award of Contract

- I. The selection of Bidder will depend on the clearing of Technical eligibility as well as Financial Bid. The final Letter of Acceptance (LoA) will be given to the successful Bidder.
- II. The NGC will award the contract to the highest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical eligibility requirement of the bidding document.

### 4.7. Notification of award

- I. Prior to the expiration of the period of Bid validity, the NGC will notify the successful Bidder in writing, by letter/e-mail, that its Bid has been accepted.
- II. The notification of award will constitute the formation of the contract.



#### **4.9. Performance Security**

- i. Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to the amount as mentioned in the data sheet of this document in the form of Demand draft/bankers cheque drawn on any scheduled Bank in favour of Noida Golf Course valid for three (3) months after completion of the Project.

#### **4.10. Signing of contract**

- i. At the same time as the NGC notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in this Document. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed.

### **5. General Condition of Contract**

#### **5.1. General Provisions**

##### **i. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Bidder" means any private or public entity that will provide the Services to the NGC ("the Client" or "NGC") under the Contract.
- ii. "Contract" means the Contract signed by the Parties and all the attached documents, if any
- iii. "Government" means the Government of Uttar Pradesh
- iv. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

##### **ii. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

##### **iii. Language**

- i. This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

##### **iv. Notices**

- i. Any notice, request or consent required or permitted i. to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

- ii. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

### v. **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Advisor may be taken or executed by the officials specified in the Contract.

### vi. **Taxes and duties**

GST/any other statutory tax or duty shall be paid by the Bidder as applicable.

## 5.2. **Commencement, Completion, Modification and Termination of Contract**

### i. **Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

### ii. **Commencement of Services**

The Successful bidder shall begin carrying out the Services not later than 7 days after the signing of this Contract.

### iii. **Expiration of Contract**

Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### iv. **Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

### v. **Force Majeure**

#### a. **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### b. **No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### c. **Extension of Time**

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### d. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the NGC shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### vi. **Termination**

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

#### a. **By the NGC**

The NGC may terminate this Contract in case of the occurrence of any of the events specified in sub paragraphs (I) through (IX) of paragraph (a) of this GC Clause 5.2. In such an occurrence, the Client shall give a not less than thirty (30) days' written notice of termination to the Bidder. The Bidder will have no right to claim any compensation.

I. If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

II. If the Bidder becomes insolvent or bankrupt.

III. If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

iv. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

V. If the NGC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

VI. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 (ii).

VII. If the Bidder does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.

VIII. If any information provided by the Bidder in the Bid submission is found to be false later on.

IX. If the Bidder creates any encumbrance on the Project Site/Project Facility

#### b. **By the Bidder**

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the NGC, such notice to be given after the occurrence of any of the events specified in paragraphs (I) through (III) of this Clause 5.2 vi (b):

## **RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

- I. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- II. If the NGC fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 ii hereof.
- III. If the NGC has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement/RFP.

### **5.3. Settlement of Disputes**

#### **i. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **ii. Arbitration**

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. Secretary of NGC shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Court, Gautam Budh Nagar or Allahabad High Court as the case may be.

### **5.4. Third party Insurance**

- i. The Bidder shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Bidder or his failure to perform its obligations under the agreement.
  - ii. The Bidder shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Bidder agrees and undertakes to indemnify and hold the NGC harmless against all liabilities, losses, damages, claims, expenses suffered by the NGC as a result of such default by the selected Bidder.

### **5.5. Indemnification**

Coaches/agencies would indemnify NGC against any injury, loss of life, etc., caused either directly or indirectly due to the training. Coaches/agencies would be solely responsible for participation of trainees in any event. All trainees would require to fill up a form with details of terms and conditions of coaching and also indemnify NGC against any injury, loss of life, etc., caused either directly or indirectly due to the training.

### **5.6. Fraud and Corrupt Practices**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

contrary contained in this BID, the NGC shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the NGC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the NGC for, *inter-alia*, time, cost and effort of the NGC, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.

- ii. For the purposes of this Clause 5.6, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NGC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NGC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.17 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the NGC in relation to any matter concerning the Project;
  - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - e) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the NGC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### 5.7. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and selected Bidder. Representatives conducting negotiations on behalf of the selected Bidder must have written NGC to negotiate and conclude a contract.

### 5.8. Obligations of the Bidder

- i. The coaching charges will be collected by the Bidder and a receipt would be provided for all payments made. The Bidder will pay the monthly fixed fee for the preceding month in the first ten

## **RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

- days of the current month. The Bidder will ensure that only those persons who have a valid receipt are permitted to join coaching classes.
- ii. Any incident of misbehavior or misconduct from the deployed workforce of the Bidder towards the public shall be liable for punishment as decided by the NGC. In case of repetition of similar fault, the NGC may decide to terminate the contract, forfeit the Performance Security and blacklist the Bidder.
  - iii. The Bidder shall pay monthly electricity bill pertaining to the assigned area/facility, as indicated by the installed sub meter. The electricity bill pertaining to the assigned area/facility, as indicated by the installed sub meter. The electricity will be charged basis existing commercial rates. Any damage to the sub-meter and replacement if required, shall be the responsibility of the Bidder. In case of non-functioning of the electricity sub meter, the Bidder will be charged basis past average readings.
  - iv. The Bidder shall compensate the NGC for any damage or loss if found in such properties with the replacement value as decided by same In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
  - v. No personnel shall be employed by the Bidder whose age is below 18 years.
  - vi. The Bidder shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
  - vii. The Bidder shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety.
  - viii. No other commercial activities such as, sale of merchandise, running of pro-shops etc shall be permitted.
  - ix. Coaching fee, timings, duration of coaching, rental rates etc. will be as defined as in Annexure I, Annexure II and Annexure III.
  - x. The Bidder shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO Act.
  - xi. The Bidder will not allow any prohibited drug or substance by any trainee or trainer under any circumstances.
  - xii. The Bidder must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

### **5.9 Obligations of NGC**

- i. NGC will provide basic infrastructure for the range and all other operational day-to-day expenses shall be borne by the Bidder.
- ii. The NGC will be responsible for deploying security guards/other personnel for the overall security of the NGC.
- iii. NGC shall be responsible for the upkeep of amenities and common spaces in the NGC Driving Range.
- iv. The NGC shall install an electrical sub meter especially for the operations of the bidder.

## **RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

- v. Coaching fee, timings, duration of coaching, fee for pay and play members etc. will be as defined as in Annexure I, Annexure II and Annexure III.

### **6. Special Conditions of Contract**

#### **6.1. Attendance and biometric**

- i. Biometric attendance of the coaches/sub-coaches will be taken, the machine for this purpose will be provided by the Bidder. The biometric machine will be repaired within 24 hours in case of any fault. In case of default, there will be a penalty for Rs. 1000 per day imposed on the coaching Agency.
- ii. If the coach whose name is approved, is not present then a penalty of Rs. 1000 per day will be made on the coaching Agency. If the agency provides a substitute coach of equivalent experience/qualification duly approved by the Secretary then the penalty clause may not be evoked.

#### **6.2 Issuance of Admit Cards**

- i. Student Member/Member cards will be issued with the signatures of Secretary NGC.
- ii. Only admit card holders/authorized persons will be allowed to enter the Driving Range. In case any unauthorized person is found without a valid admit card, against the Bidder will be penalized with a fee of Rs 100 per person per day.

#### **6.3. Conducting sporting events in the playing area/field/court**

- i. In addition to regular coaching, special coaching camps, especially during summer vacations for students can also be organized.
- ii. The Bidder is also permitted to conduct corporate camps and get sponsorships for the purpose of maximizing revenue.
- iii. Sporting events such as camps, competitions, tournaments etc. in association with various companies at the playing area/field/court are permitted.
- iv. The revenue from booking of any event shall be shared with the NGC and will be a part of the revenue share model.

#### **6.4. Signage and Advertisements in the playing area/field/court**

- i. No sign boards etc. shall be put up by the Bidder in the premises.
- ii. Demonstration of banners, advertisements from sponsors will be allowed during camps/competitions/tournaments and any other such sporting events being conducted in the playing area/field/court with prior permission of the NGC on sharing basis.
- iii. Publicity and sponsorship of alcohol and tobacco products or any prohibited substances is not allowed in the stadium/court.
- iv. Advertisement for self-promotion are allowed in the premises of the court/playing area/field with prior permission of the NGC.

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

### 6.5. Sporting equipment

- i. The Bidder shall arrange all the necessary equipment / consumables for effective coaching. Storage Space in the NGC shall be allowed to be used by the Bidder for storing sports equipment, gear etc. However, this would be provided at the discretion of NGC, if such storage space is available.
- ii. If storage space for training equipment is required, this should be clearly specified in the proposal.
- iii. The responsibilities of watch and ward shall rest with the Bidder.
- iv. The Bidder is allowed to engage a security guard at his own cost for the security of equipment. The security guard shall not use the complex premises for residential purposes.

## 7. Forms

### 7.1. Form 1.1

#### Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To:  
Shri Steven Meneze  
Secretary

#### **NOIDA GOLF COURSE SOCIETY (Regd.)**

Captain Shashikant Sharma Marg  
Sector 38, Noida, U.P. 201303

Sub: **Submission of proposal to “ENGAGE Driving Range Operator in Noida Golf Course Driving Range”**

Dear Sir,

With reference to your BID Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid to **ENGAGE Driving Range Operator in Noida Golf Course Driving Range”**

We have also completed and submitted Form 4 – Bid details checklist.

The Bid is unconditional and unqualified.



## **RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Bidder for the aforesaid Project.

I/We shall make available to the NGC any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the NGC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial NGC or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the NGC;

I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.6 of the RFP document, in respect of any Bid or request for proposal issued by or any agreement entered into with the NGC or any other public sector enterprise or any government, Central or State; and I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the RFP document;

I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory NGC which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;

I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;

I/We further certify that no investigation by a regulatory NGC is pending either against us or against our Associates or against our Chief Executive Officer or any of our Directors/Managers/employees;

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NGC in connection with the shortlisting of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project;

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;

I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the NGC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;

**RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Date:

Place:

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

### Form 1.2

#### General Information

[Please capture all relevant information]

This information shall cover general/contact information of the Bidder:

#### 1. General Information:

|    |                                                                 |  |
|----|-----------------------------------------------------------------|--|
| 1. | Name<br>(Individual(s)/Agencies/Organisations)                  |  |
| 2. | <b>Permanent Address</b><br>(Address, District, State, Pincode) |  |
| 3. | <b>Contact Information</b>                                      |  |
| 4. | <b>Email Address</b>                                            |  |

**Note: Please provide PAN/GST certificate as proof.**

Signature of Authorized Person

Date:

Place:

Note: The NGC may seek additional documentary proof/clarifications for the above stated information.

### 8.5. Form 2

#### Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Bidder)

To,  
Shri Steven Meneze  
Secretary

**NOIDA GOLF COURSE SOCIETY (Regd.)**

Captain Shashikant Sharma Marg  
Sector 38, Noida, U.P. 201303

**RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

**Sub: Financial Bid to ENGAGE Driving Range Operator in Noida Golf Course Driving Range”**

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your Bid dated \_\_\_\_\_, and our Bid (Response to Technical eligibility criteria and Financial Bid). Our attached Financial Bid is for the monthly fixed fee of \_\_\_\_\_ [excluding all taxes, Amount in words and figures].

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. *30 days from the date of submission of the Bid*.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

**Signature:**

**Name and title of Signatory:**

**Name & address of the Bidder**

**NOTE:** The bidder shall quote above the monthly fixed fee of Rs.2,25,000/-.

**Form 3: Power of Attorney**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's NGC.**

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **RFP to ENGAGE Driving Range Operator in Noida Golf Course Driving Range”** in response to the RFP Document dated \_\_\_\_\_ issued by Noida Golf Course, Noida (NGC), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the NGC may require us to submit. The aforesaid Attorney is further authorized for making representations to NGC, and providing information/responses to NGC representing us in all matters before the NGC, and generally dealing with the NGC in all matters in connection with our Bid till the

**RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019**

completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with NGC and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named  
.....[Insert the name of the executant company]  
through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of Attorney  
Dated this ..... day of .....

Accepted  
.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested  
.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution  
Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's  
Resolution dated.....

WITNESS  
1. ....  
(Signature)  
Name .....

Designation.....

2. ....  
(Signature)  
Name .....

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should

## RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019

be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

### Form 4 – Bid details checklist

#### Checklist of Documents to be submitted

The details of documents to be submitted within the duration (strictly within date and time of opening & closing of individual Bid) of the work as mentioned in Bid notice, otherwise, in any case, bid shall be rejected.

#### i) Technical Bid (Envelope 1)

| S.No | Checklist item                                                                                                                             | Yes/ No | Page number in bid document |
|------|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------|
| 1.   | Bid Processing Fee                                                                                                                         |         |                             |
| 2.   | Earnest Money Deposit (EMD)                                                                                                                |         |                             |
| 3.   | Form 1.1: Letter of Proposal to be on the Bidder's letter head to be signed by the Authorized signatory                                    |         |                             |
| 4.   | Form 1.2: Filled and signed by Authorized signatory                                                                                        |         |                             |
| 5.   | Form 1.3 (Details of the Coaches on the panel of the bidder) <b>Signed by the</b> Authorized signatory                                     |         |                             |
| 5.1  | Self-attested proofs by Coach for Qualifications as laid down by National Golf Association of India or similar.                            |         |                             |
| 6.   | Form 1.4: Declaration by the Bidder. Filled and signed by Authorized signatory                                                             |         |                             |
| 7.   | Form 3: Power of Attorney. To be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's NGC |         |                             |
| 8.   | PAN/GST certificate of the individual/company/firm.                                                                                        |         |                             |
| 9.   | Any other document as per the RFP document.                                                                                                |         |                             |

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### ii) Financial Bid (Envelope 2)

Financial bid duly filled in all respects in Bid. (Form 2)

The technical and financial proposal shall be **sealed in two separate envelopes and then in one single outer envelope** clearly bearing the following identification: **“RFP to Engage Driving Range Operator in Noida Golf Course Driving Range 2019”**.

## 8. Annexure

### 8.1. Annexure I: Maximum Coaching Fee (Category Wise) Payable to Successful bidder by Panel coaches)

| S. No. | Coach Category | Charge per month (in Rs.)   |
|--------|----------------|-----------------------------|
| 1.     | A, B, C        | 8000,5000,3000 respectively |

License fee payable to NGC (Annual) by panel coaches (NGC Registered coaches) will be directly charged by NGC to panel coaches.

### Annexure II

#### Pay and Play rates (balls)

| S. No. | Name of sport | Proposed charge per month (in Rs.)     |
|--------|---------------|----------------------------------------|
| 1.     | Golf          | Rs1.25 plus GST as applicable per ball |

### Annexure III: Current timetable applicable for coaching

| S. No. | Name of Sport | Days                   | Time        |
|--------|---------------|------------------------|-------------|
| 1.     | Golf          | Seven days of the week | 6 am to 9pm |