

NOIDA GOLF COURSE
NOIDA

RFP

FOR

RUNNING/OPERATING

CADDY CANTEEN AT

NOIDA GOLF COURSE

SECTOR-38,NOIDA

NOIDA GOLF COURSE SOCIETY

RFP TO RUN Caddy CANTEEN AT Noida Golf Course Society, Noida (hereinafter referred to as NGC). The NGC is primarily a Golf Club with almost 5000 members, out of which almost 300 to 400 members play golf on daily basis. These golfing members avail the facility of cadies for carrying their golf bags and other golf related help. The NGC has a canteen premise at Gate number 1 and intends to give the premises on license, to the willing party having experience of and operating such outlet(s) under its ownership/proprietorship, to cater to the caddies at NGC. Sealed proposals are accordingly, invited on behalf of NGC from the interested parties for running such an outlet at the aforementioned location.

The proposal document can be obtained from the NGC Reception on all working days from 6 November 2020 to 15 November 2020 between 11:00 a.m to 05:00 p.m. or can be downloaded from NGC website <http://www.noidagolfcourse.com>

1. Eligibility Criteria:

The bidder who has an experience of minimum three years of running such a cafeteria/canteen in Government departments, public undertakings and/or renowned educational institutions or elsewhere, may apply along-with sufficient proof of its experience/ability of running such canteen.

- i. The bidder must have PAN Number. The bidder whom the contract is finally awarded shall have a GST number for the canteen in question as well, if the related law so requires.
- ii. The prescribed bid form duly filled by the applicant in all respects should be delivered whether by post or by hand, to the NGC dispatch Section by 20 November 2020 up to 3 p.m.
- iii. The NGC reserves the right to accept / reject any proposal without assigning any reasons

2. Earnest Money Deposit (EMD)

- i. Every bid must be attached with an Earnest Money Deposit of Rs. 10,000/- in the form of DD/Cheque in favor of the "Noida Golf Course". Any bid which is not accompanied by the earnest money deposit, shall be summarily rejected.
- ii. The earnest money of the successful bidder will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement after acceptance of its bid within the period of its validity.
- iii. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process. However, the same shall be refunded within 30 days after the receipt of written request from the bidder concerned in this behalf.
- iv. The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions in Appendix B.

3. Documents to be attached with the bid:

- i. The bidder must attach the EMD and self-attested copies of the following documents along with the Technical bid. Any technical bid not accompanied by any of such documents would be liable for rejection:
 - (a) Income Tax Registration Certificate/PAN No.
 - (b) Firm/Company Registration Certificate.
 - (c) GST Registration Certificate/No.
 - (d) EPF Registration Certificate/Code No. e. ESI Registration Certificate
 - (e) Other Statutory Registrations/Licenses, if any.
 - (f) Address proof, Aadhar Card of individual applicant /person signing the bid.

- (g) Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

GUIDELINES FOR RFP FOR NGC CADDY CANTEEN

General:

1. The contract is for running the Caddy Canteen at NGC for which premises to the successful bidder shall be given on license. However, the canteen shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of contract.
2. Each and every page of the bid must be signed by the bidder himself, if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in such case, there must be an authorization from all the partners to the effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization may be rejected.
5. Any overwriting or cutting in the bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderers own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The tenderer shall give his/her full permanent as well as temporary address and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted, shall submit a Rs.100/- non- judicial stamp paper at its own cost to the NGC Office for preparing the contract agreement to be signed by the both the parties.

Eligibility Criteria:

9. The bidder who has an experience of minimum three years of running such a cafeteria/canteen in Government departments, public undertakings and/or renowned educational institutions or elsewhere, may apply along-with sufficient proof of its experience/ability of running such canteen.
10. The bidder must have PAN Number. The bidder whom the contract is finally awarded shall have a GST number for the canteen in question as well, if the related law so requires.
11. The earnest money of the successful bidder will be liable to be forfeited as liquidated damages

in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money of the tenderer who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.

12. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process. However, the same shall be refunded within 30 days after the receipt of written request from the bidder concerned in this behalf.
13. The EMD should be valid for a period of minimum three months.
14. The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions.

Documents to be attached with the bid:

15. The bidder must attach the EMD and self-attested copies of the following documents along with the bid. Any bid not accompanied by any of such documents would be liable for rejection:
 - a. PAN No.
 - b. Other Statutory Registrations/Licenses, if any..
 - c. Details/particulars of the firm submitting the bid in Annexure-1.
 - d. DD/Cheque of Rs.10,000/- (Ten Thousand Only) towards EMD.
 - e. Address proof.
 - f. Aadhar Card of individual applicant/person signing the bid.
 - g. Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned hereinabove.

Submission of Bid:

16. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.
17. The tender will remain valid for 30 days from the date of opening. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 30 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the contractor at a later date, the bidder shall be competent to refuse.

Opening of Bids:

18. **The Proposals will be opened on 20 November 2020 at 05:00 p.m. in presence** of authorized personnel of NGC. The bidders will also be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer. The party, whose proposal is accepted, will have to sign an agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the NGC.

Evaluation Criteria for Bid Evaluation:

19. The contract will be awarded to the bidder who will quote highest monthly space utilization fee.

Acceptance/Non-acceptance of bids:

20. The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.

21. The NGC reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer _____

Name _____

Full Address & Telephone/Mobile No. _____

TERMS & CONDITIONS OF CONTRACT

Scope of Contract

1. The contract comprises the necessary arrangement of all raw materials required for the preparation of snacks besides the beverages, sweets, lunch, preparation of items mentioned in the menu, and serving the prepared articles to the customers, including provision of all materials, equipments for preparation and serving of the articles. This will also include transportation, cost of materials and labor. The contractor shall make his own arrangement for safe storage of materials and accommodation for its staff etc.

Documents Forming the Contract

2. the Guidelines for bidders, terms and conditions of the contract, application/declaration and the letter containing offer of award of tender issued by the NGC to the successful bidder shall be integral part of this contract.

Duration of the contract:

3. The duration of contract will be for **three years** from the date of signing the contract, first three months being the probation period and on satisfactory completion of the probation period, the contract will automatically be extended for rest of the year i.e. nine months. The contract shall be extendable for two more years on yearly basis subject to satisfactory performance. No further extension of the contract, beyond three years, will take place under any circumstances.

Space utilization fee, Electricity Charges & Other Provisions for Licensed premises:

4. The contractor shall be liable to pay the license fee regularly by 7th of each successive month. The monthly fee at present is at the rate of **Rs. 3000/- per month** for the canteen space (inclusive of water charges) which however, shall be subject to change from time to time at the discretion of the NGC. The bidder has to quote over and above the current monthly space utilization fee.
5. In case of failure to pay the monthly space utilization fee within the stipulated time as aforesaid, the contractor shall be liable to pay a sum of Rs. 100/- p.m. over and above the monthly space utilization fee on cumulative basis towards delay charges.
6. Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis to the NGC at the then prevailing rates along with the payment of monthly Licence fee. For the purpose, there shall be a meter installed in the canteen by the NGC. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.
7. However in case of non-payment of electricity charges in time, the contractor shall be bound to pay a penalty towards **belated payment @ 5% per month** of actual dues (to be rounded off) over and above the bill.
8. Besides, the contractor shall also be liable to pay **cleaning charges of** the canteen to the NGC **@ Rs. 500/-p.m.** by 07th of each successive month. The cleaning charges would be subject to change from time to time. Failure to pay the cleaning charges in time would render the contractor liable to pay **the late charges @ Rs. 50/- per month.**
9. Non-payment of License fee, the electricity charges and cleaning charges within time shall be

deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the NGC.

10. The contractor shall use the premises ONLY for which it has been given by the NGC under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
11. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the NGC. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting:

12. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the NGC. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contract or itself.
13. If at any time, it is detected that the canteen has been sublet or assigned to any other entity by the contractor, the NGC would beat liberty to terminate the contract forthwith without giving any time to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
14. The entire business of the canteen shall be carried out in the name and at the behest of the contractor.
15. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the NGC, shall at all times be available in the canteen and the business of the canteen shall not be carried out by any other person/ entity under any circumstances.
16. In normal course, the contractor or his authorized competent person should be available in the canteen.

Canteen Timing, Menu, Prices, Facilities and Services etc.

17. The canteen shall operate during the golfing activity at NGC. Running the canteen beyond the golfing activity shall be carried out only with the prior permission of the NGC.
18. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place. First aid measures should also be available for emergencies.
19. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price menu should also be available at the canteen. All items in price list should be made available to the users.
20. The Contractor shall have to provide proper and smooth services to the users to their satisfaction.

21. Any loss to the users with regard to the services provided by the contractor shall be the responsibility of contractor. The NGC shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
22. All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition or deletion should be obtained from estate office along with the prices of respective items.
23. For the users who are not willing to pay in cash, the contractor shall facilitate with a swipe payment machine and shall also provide in the canteen the UPI based payment system. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).

Liability of GST and Other Taxes

24. The contractor shall be absolutely liable for payment of GST to the respective department on items sold in the canteen. The NGC shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
25. The contractor shall further be liable to pay to the NGC, GST at the rate applicable from time to time on the License fee payable by it. The GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
26. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
27. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said canteen or in other places of the campus.
28. The contractor shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

Quality, hygiene & cleanliness:

29. The contractor shall maintain the quality in preparation of articles, constant supply of cold drinking water & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Canteen premises.
30. The contractor shall maintain full hygienic conditions in the Canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. The contractor shall also have to make his own arrangements for safe storage of materials including the food items.
31. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
32. Garbage and waste disposal should be done as per the NGC norms. Pest/rodent control should

be done regularly every six months.

33. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the canteen.
34. Usage of plastic bags is a strict NO and the same shall not be used any under circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. is encouraged. Cloth bags may be made available for users (at nominal charges).

Directives of NGC

35. The contractor shall carry out the work in accordance with this contract and the directives of NGC and to the satisfaction of the NGC. The NGC may, from time to time, issue further instructions, detailed directions and explanations in regard to:
 - a. The variation or modification in the menu of eatables including additions/omission or substitution.
 - b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
 - c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
 - d. Inspection of raw materials, other equipment and utensils.
 - e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Deployment of Workmen

36. The contractor shall employ in running the canteen only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
37. Worker(s) in the canteen shall be deployed after his/her deployment is cleared by the NGC Office and for this purpose, the contractor shall provide the details of them in the given format.
38. The contractor shall neither employ any child labour nor any worker who is below 18 years of age.
39. No female employee shall be allowed to work in the canteen during night i.e. 8:00 pm to 6.00 am.
40. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other NGC authorities, whenever asked for.
41. The bearers for servicing in Canteen will have to be provided uniforms by the contractor during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner the uniforms during working hours.
42. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
43. The contractor shall be bound to remove any such worker and disallow him/her from entering

into the NGC premises whom the NGC does not deem appropriate to continue within the NGC premises for administrative or any other reasons.

44. The contractor shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the NGC shall have no concern, whatsoever, with all the above mentioned matters.
45. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.
46. The contractor shall further be liable to make good the loss to the property of the NGC, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions

47. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employee's compensation and Goods and Service Tax etc.
48. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of the NGC, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
49. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the NGC that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
50. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the NGC due to the contractor's failure, as well as the NGC's electricity charges and other dues etc. The contractor shall pay all such dues to the NGC within fifteen days from the receipt of letter issued by the NGC in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.
51. The NGC shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the NGC is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the NGC would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

52. The contractor would comply with all guidelines/instructions issued by the Officer In-charge in consultation with the Secretary, NGC, besides following other NGC Orders/ instructions of security authorities concerning the security/safety issues and NGC discipline.
53. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the NGC premises.

Security Deposit

54. The contractor shall have to deposit a security of Rs. 15,000/- (Rs. Fifteen thousand only) through DD/Cheque drawn in favor of "Noida Golf Course" payable at Noida, of any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
55. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another deposit as aforesaid.
56. In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Secretary, NGC shall have the power to adopt the following course as may be deemed by him best suited to the NGC. To rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the NGC. Besides, for the recovery of any amount in excess of the security money, the NGC shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
57. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the NGC, its security deposit may be forfeited either in part or in full as the NGC may deem appropriate, at its discretion.

Complaint Mechanism

58. The contractor shall maintain a complaint book in the canteen wherein the users may register their complaints. The complaint book shall be produced every month on the first working day before the NGC Office through the person In-charge for necessary action.
59. The complaints shall be removed or dealt with by the contractor on priority basis on issues that concern the contractor and a compliance report thereon, shall be submitted to the NGC Office along with the production of complaint book.
60. The contractor shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the NGC. Such penalty or fines shall be imposed through the Secretary, NGC or Officer In- charge according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 1000/- , Rs. 2000/-, the second time and Rs.5000/-, the third time.
61. However, if the complaints of identical nature still persist, the NGC would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of contract:

62. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.
63. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
64. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render [the contract to pay a penal rent to the NGC @ Rs.175 per Sq.Meter or at such higher rate](#) as the NGC may deem appropriate at its absolute discretion. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.
65. The NGC shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the NGC. The NGC may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to the NGC as aforesaid.

Contract Documents and their interpretations

66. The original agreement shall remain with the NGC while a photocopy thereof may be had by the contractor, if it so wishes.
67. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the NGC through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question.

Jurisdiction

68. All matters and disputes under this contract shall be subject to the jurisdiction of Gautambuddh Nagar District Courts only.

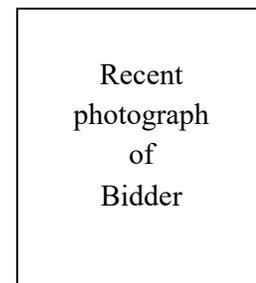
Signature of the Bidder

Full name of the Bidder _____

Address _____

Mobile No. _____

Seal



APPLICATION FOR RUNNING THE CADDY
CANTEEN AT NOIDA GOLF COURSE,
NOIDA

Name of the Applicant
(If an individual)/Firm

Father's Name -----

Address of self and Firm

Phone No./Mobile No.

Aadhar No. -----

Details of EMD

a. Amount	:	Rs. 10,000/-
b. DD/Cheque	:	_____
c. Dated	:	_____
d. Bank & Branch	:	_____

GSTNO -----

PANNo. -----

EPF Code No., if any

ESI Code No., if any

Experience, if any (inyears)

Name and address of two responsible persons as guarantors:

Name	Name
AadharNo.	AadharNo.
Address	Address
-----	-----
-----	-----

Declaration:

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Canteen premises and handover it to the Institute whenever a notice is served.
3. That I bind myself to the terms and conditions of this tender document.

Date:

Signature of the applicant
Seal