

DRAFT

Request for Qualification

**Operation and Maintenance
of
Manesar Club &
Manesar Golf Club**

**Sector 5, IMT Manesar,
Gurgaon, Haryana**

**BID DOCUMENT
INSTRUCTIONS TO BIDDER/SERVICE PROVIDERS (ITB)
August 2010**

SCHEDULE OF BIDDING PROCESS

DISCLAIMER

This RFQ includes certain statements, estimates, Projections, targets and forecasts with respect to the Project. Such statements estimates, Projections, targets and forecasts reflect various assumptions made by the management, officers and employees of Society, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFQ is, or should be relied upon as, a promise, representation or warranty Society accepts no responsibility for statement made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

Sr. No.	Description	Date & details
1	Issue of RFQ document and advertisement	24/25.08.2010
2	Last date of receiving queries	08.09.2010
3	Pre-bid conference	10.09.2010 at 1200 hours at HSIIDC Office, IMT, Manesar
4	Reply to Pre-bid queries	15.09.2010
5	Last date of submission of Qualification Proposal (Proposal Due date)	24.09.2010 by 1500 Hrs.
6	Date of opening of Qualification Proposal	24.09.2010 at 1530 Hrs. at HSIIDC Office, IMT, Manesar

1. INVITATION FOR QUALIFICATION

Competitive Bidding under Single Stage Bidding Process for Operation and Maintenance of Manesar Club & Golf Club located in Sector 5, IMT Manesar, Gurgaon

1.1 Background Information

Manesar Club:

Haryana State Industrial & Infrastructure Development Corporation has developed a truly international standard Industrial Model Township at Manesar near Gurgaon, situated on the National Highway No.8 linking Delhi with Jaipur, the integrated township comprises of Industrial, residential, commercial and institutional sectors.

HSIIDC has set up Manesar Club on a four acre plot in Sector-5 of the township to promote and encourage social, cultural and intellectual activities among its members. The club is fully operational with more than 1000 members on its rolls. The membership profile comprises of captains of Industry, senior executives of MNCs, reputed Indian companies and their families based in and around IMT Manesar, Udyog Vihar, Gurgaon and other industrial estates developed by HSIIDC, besides the crème de la crème of Gurgaon- the fastest growing metropolis south of Delhi. The facilities available at the Manesar Club are as under:

Manesar Club – Restaurant & Bar

The facilities included in this are:

- Restaurant
- Bar
- Conference Hall

The restaurant and bar are tastefully furnished with all the furniture, fixtures and fittings in place. The kitchen is equipped with latest equipment and gadgets. Interested and successful party can plan and re-design with interior finishings as per their liking.

Area details:

	Dimensions (in ft.)	Area (Sq.ft.)
Restaurant	(58'x26.5') + (28.5'x10')	1557
Kitchen	(27'x18') + (10'x12')	606
Pantry	14' x 9'	126
Store	19' x 9'	171
Bar	80' x 20'	1600
Conference Hall		
Audio Visual Room	(48'x26.5') + (28'x10')	1552
Conference Area	40' x 17'	680

Manesar Club – Health & Sports Facilities

The facilities included in this are:

- Badminton Hall
- Billiards Room
- Gymnasium
- Swimming Pool
- Squash Room
- Table Tennis & Carrom Board Room

The sports rooms are fully furnished. Interested and successful party can plan and re-design with interior finishings as per their liking.

Area details:

	Dimensions (in ft.)	Area (Sq.ft.)
Badminton Hall	120' x 80'	9600
Billiards Room	28.5' x 46.5'	1185.75
Gymnasium Hall	76' x 40.5'	3078.00
Swimming Pool	---	3293.78
Squash Room	27.75' x 19'	527.25
Table Tennis & Carrom Board Room	80' x 40'	3200

Manesar Golf Club

A nine hole Golf Course spread over 32 acres of land with greenery and best of the shrubs.

Manesar Club Society, (hereinafter referred to as “**Society**”) intends to invite bids to operate and maintain the facilities of Manesar Club & Manesar Golf Club for a specified Service Period (the “**Service Period**”).

Society proposes to select an experienced service provider to undertake Operations & Maintenance of the existing club infrastructure with the **required equipment and standards as defined in schedule-A** at the site (the Project). The service provider would be required to undertake all necessary steps for providing quality services to the users of the facility, undertake marketing of the club and all steps deemed necessary to increase membership like organizing cultural & sports events etc. The service provider would be required to undertake the Operations & Management of the Club facilities as explained above, on long term lease basis for a period of 15 years, initially and further extendable for another 10 years, based on mutual consent. The first three years will be considered as the trial period **during which the quality of performance will be assessed based on standard/stipulated parameters, to the satisfaction of the society, for confirming the full duration of the service period.** The Service Provider would be required to pay an amount of Rs. 25 lacs as annual rent to the Society which will be incremented @ 10% year on year. Besides, the Service Provider will also pay additional “premium” as percentage of annual revenue generated from all club activities to be paid on the last day of quarters ending on June, September, December and March. The premium quoted will be the basis for bidding criteria.

- 1.2 An Agreement will be drawn up between Society and the Successful Bidder/Service Provider (the “Agreement”). Revenues from the proposed Project will accrue to the Successful Bidder/Service Provider undertaking the Project (the “Service Provider”) and would be appropriated as per the provisions of the Agreement.
- 1.3 Interested bidder/service provider may obtain the RFQ document from HSIIDC offices at Delhi, Gurgaon & Manesar on all working days between 1100 hours and 1600 hours. The document can also be downloaded from the website: www.hsiidc.org.
- 1.4 A 'Two Stage' process is planned to be followed for determining the Successful Bidder/Service Provider i.e. In the first stage the bidders/Service Providers will be pre-qualified on the basis of the laid down criteria in the RFQ document issued by the Society. In the second stage, the shortlisted/pre-qualified bidders/service providers will be issued the Request for Proposal (RFP) document along with the agreement, which will also include the Financial bid.
- 1.5 RFQ submissions must be submitted upto **1500 hours on 24.09.2010** (Qualification Proposal Due Date) in the manner specified in the RFQ document at the address given below. Society shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Qualification Proposals without assigning any reason thereof.

General Secretary, Manesar Club
Sector 5, IMT Manesar, Gurgaon
Tele: (O) 0124-2290351/2290600
Fax: 0124-2290351
Email : manesarclub1@gmail.com

2. GENERAL INFORMATION

2.1 Two stage bidding process

2.1.1 The Bidder/Service Provider could be a sole applicant (Single Entity) or a consortium. The Successful Bidder/Service Provider is the one selected by Society to undertake the assignment. The Bidder/Service Provider would be liable for the execution of the Project in accordance with the terms of the Agreement.

2.1.2 The bidding process for selection of a suitable Developer for this project is being carried out in two stages. The first stage involves invitation to interested applicants by way of a Request for Qualification (RFQ). The first stage would involve test of responsiveness, technical and financial capability for undertaking the Project based on the Technical Qualification Proposal. Firms or consortia will be shortlisted based on evaluation of the applications received from them in response to the RFQ.

In the second stage, those Applicants/Bidders who meet the Qualification Criteria as set out in this RFQ and are shortlisted, will be issued the Request for Proposal (RFP) document including the Agreement by the Society. The eligibility of the shortlisted applicants to bid at the RFP stage will depend upon their continuing to meet in entirety the minimum qualification criteria (as provided in Clause 4.6.3 below) at all times during the bidding process.

2.1.3 The principal contract between Society and the Service Provider will be the Draft Agreement. The terms used in this RFQ and not defined herein shall have the meaning ascribed thereto in the Draft Agreement.

2.2 Service Period

The Service Period would be 15 years initially, and extendable by another 10 years on mutual consent.

2.3 Contents of RFQ

The RFQ consists of one part as listed below and would include any Addenda issued.

Volume I	Instructions to Bidder/Service Providers (ITB)
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2.4 Qualification Proposal Preparation Cost

The Bidder/Service Provider shall be responsible for all costs associated with the preparation of its Qualification Proposal and its participation in the bidding process. Society will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.5 Project Inspection and Site Visits

Bidder/Service Provider, at its own responsibility and risk is encouraged to visit and examine the Site of Project and its surroundings and obtain all information that may be necessary for preparing the Qualification Proposal. The costs of visiting the Site shall be borne by the Bidder/Service Provider. Society shall not be liable for such costs, regardless of the outcome of the bidding process.

2.6 Bidder/Service Providers' Responsibilities

2.6.1 The Bidder/Service Provider is expected to examine carefully the contents of all the documents provided by the Society. Failure to comply with the requirements of RFQ will be at the Bidder/Service Providers' own risk.

2.6.2 It would be deemed that prior to the submission of the Qualification Proposal, the Bidder/Service Provider has:

- (i) made a complete and careful examination of requirements and other information set forth in this RFQ;
- (ii) received all such relevant information as it has requested from the Society; and
- (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (a) the Project Site
 - (b) existing facilities and structures
 - (c) the conditions of the access of site and utilities in the vicinity of the Project Site
 - (d) conditions affecting transportation, access, disposal, handling and storage of the materials.
 - (e) clearances obtained for the Project.
 - (f) all other matters that might affect the Bidder/Service Provider's performance under the terms of this RFQ and
 - (g) acquainting itself with local and central laws and rules and regulations thereto as well as other applicable rules and regulations relevant to the Project.

2.6.3 Society shall not be liable for any mistake or error or neglect by the Bidder/Service Provider in respect of the above.

2.7 Clarifications and Pre-Bid Conference

2.7.1 Society proposes to hold a Pre-Bid Conference, on the date specified in the Schedule of Bidding Process, to discuss the issues related to the Project with all the prospective Bidder/Service Providers. Society, at its discretion, may also hold further discussions with the prospective Bidder/Service Providers to finalise the technical/commercial parameters and other related issues for the Project, before submission of the Qualification Proposals, which would be common for all the Bidders/Service Providers.

2.7.2 Prior to the Pre-Bid Conference, the prospective Bidder/Service Providers may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Draft Agreement. Prospective Bidder/Service Providers must formulate their queries/proposed deviations and forward the same to Society before Last Date for Receiving Queries. Society may amend the RFQ based on inputs provided by prospective Bidder/Service Providers that may be considered acceptable at its sole discretion.

2.7.3 Bidder/Service Providers may note that Society will not entertain any deviations to the RFQ at the time of submission of the Qualification Proposal or thereafter. The Qualification Proposal to be submitted by the Bidder/Service Providers will be unconditional and unqualified and the Bidder/Service Providers would be deemed to have accepted the terms and conditions of the RFQ. Any conditional Qualification Proposal shall be regarded as non-responsive and would be liable for rejection.

2.8 Amendment of RFQ

2.8.1 Society may modify/withdraw/change the RFQ or any terms and conditions of the same by issuing an Addendum before Qualification Proposal Due Date, which shall become a part of the RFQ.

2.8.2 To give prospective Bidder/Service Providers reasonable time to take Addendum into account in preparing their bids, Society may, at its discretion, extend the Qualification Proposal Due Date.

2.9 Qualification Proposal Validity period

Qualification Proposal should remain valid for a period not less than **120 days** from the Qualification Proposal Due Date.

2.10 Extension of Qualification Proposal Validity period

2.10.1 In exceptional circumstances, prior to expiry of the original Qualification Proposal Validity Period, Society may request the Bidder/Service Providers to extend the period of validity for a specified additional period.

2.10.2 The Proposed Validity Period of the Successful Bidder/Service Provider shall be automatically extended till the date on which the Agreement is signed.

2.11 Right to accept or reject Qualification Proposal

2.11.1 Society reserves the right to accept or reject any or all of the Qualification Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2.11.2 Society reserves the right to reject any Qualification Proposal if:

- (i) at any time, a material misrepresentation is made or uncovered for a Bidder/Service Provider or any of its members
- (ii) the Bidder/Service Provider does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Qualification Proposal Society may debar / blacklist any of the Bidder/Service Provider(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by Society.

2.12 Society will notify other Bidder/Service Providers that their Qualification Proposals have been unsuccessful. Bid Security of other Bidder/Service Providers will be returned within 30 days of signing of the agreement or expiry of validity period of Qualification Proposals whichever is earlier.

3. PREPARATION AND SUBMISSION OF QUALIFICATION PROPOSAL

- 3.1** All Qualification Proposals must be submitted, duly signed by the Authorised Signatory of the Bidder/Service Provider under the “Covering Letter for Qualification Proposal Submission” as per the format in ***Annexure 1*** along with ***Earnest Money of Rs. One Lac in the shape of DD in favour of Manesar Club payable at Gurgaon.*** Format of Power of Attorney for signing of Qualification Proposal is attached as per ***Annexure 2A.***
- 3.2** Any entity, which has been barred, by any Government Agency and the bar subsists as on the Qualification Proposal Due Date, would not be eligible to submit the Qualification Proposal. An Affidavit as per the format in ***Annexure 2B*** should be submitted along with the Qualification Proposal.
- 3.3** The Qualification Proposal shall be accompanied with an Anti Collusion Certificate on the letter head of the Bidder/Service Provider/Lead member of the consortium substantially in the format provided at ***Annexure 2C.***
- 3.4** The Qualification Proposal shall also be accompanied with a Project Undertaking on the letter head of the Bidder/Service Provider substantially in the format provided at ***Annexure 2D.***
- 3.5 Language / Currency of the Qualification Proposal**
The language of Qualification Proposal and related documents and correspondence shall be in English. All Currency should be mentioned in Indian Rupees (INR)
- 3.6 Bid Security**
- 3.6.1** Qualification Proposals need to be accompanied with earnest money equivalent to Rs. 1 lakh. The Bid Security shall be kept valid for 120 days beyond the Qualification Proposal Validity period including any extensions in the Qualification Proposal Validity Period.
- 3.6.2** The Bid Security shall be in the form of Bank Draft in favor of “Manesar Club” payable at Gurgaon.
- 3.6.3** Society shall reject the Qualification Proposal, which does not include the Bid Security.
- 3.6.4** The entire Bid Security shall be forfeited in the following cases:
- (i) If the Bidder/Service Provider withdraws any of its Qualification Proposal within the Qualification Proposal Validity Period;
- 3.7 Format and Signing of Qualification Proposal**
- 3.7.1** The Bidder/Service Provider would provide all the information as per this RFQ. Society reserves the right to evaluate only those Qualification Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFQ.

- 3.7.2 The Bidder/Service Provider shall prepare and submit one original Qualification Proposal along with two additional copies.
- 3.7.3 The pages and volumes of each part of the Qualification Proposal shall be clearly numbered and stamped and the contents of the Qualification Proposal shall be duly indexed.
- 3.7.4 All documents should be submitted in a **hard bound form**. The Qualification Proposal should not include any loose papers.
- 3.7.5 The Qualification Proposal shall be typed or printed. The Qualification Proposal shall be signed and each page of the Qualification Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder/Service Provider and holding the Power of Attorney.
- 3.7.6 The Qualification Proposal shall contain no alterations or additions, except those to comply with instructions issued by Society or as necessary to correct errors made by the Bidder/Service Provider, in which case such corrections shall be initialed by the person or persons signing the Qualification Proposal.

3.8 Sealing and Marking of Qualification Proposal

- 3.8.1 The Bidder/Service Provider shall seal the Qualification Proposal in an envelope duly marking each envelope as **“Manesar Club – RFQ”** along with the Bid Security sealed in a separate envelope marked **“Bid Security”**, placed inside Envelope marked **“Manesar Club – RFQ”**.
- 3.8.3 The Bidder/Service Provider shall put the above two separate envelopes in a single outer envelope and seal the envelope.
- 3.8.4 The outer envelope shall clearly bear the identification - **“Operation and Maintenance Proposal for Manesar Club & Manesar Golf Club”**
- 3.8.5 Each of the envelopes shall indicate the complete name, address, telephone number and facsimile number of the Bidder/Service Provider.

3.9 Proposal Due Date and Time

Society may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum uniformly for all Bidder/Service Providers.

3.10 Modifications / Substitution / Withdrawal of Qualification Proposals

A Bidder/Service Provider may modify, substitute, or withdraw its Qualification Proposal after submission but before the due date, provided that written notice is received by Society for such purpose.

4. EVALUATION PROCESS AND ELIGIBILITY CRITERION

4.1 Qualification Proposal Opening Date

- 4.1.1** The PART 1 of the Qualification Proposal shall be opened in the presence of Bidder/Service Providers' representatives, who choose to attend.
- 4.1.2** The following information will be announced at the Qualification Proposal Opening and recorded:
- Bidder/Service Provider's names
 - Particulars of the Bid Security
- 4.2 Non-Discriminatory and Transparent Bidding Proceedings**
Society shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. Society shall not provide to any Bidder/Service Provider, information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 4.3 Confidentiality**
Information relating to the examination, clarification, evaluation, and recommendation for the Bidder/Service Providers shall not be disclosed to any person not officially concerned with the process unless it is ordered to do so by any Society that has the power under law to require its disclosure.
- 4.4 Clarifications**
To facilitate evaluation of Qualification Proposals, Society may, at its sole discretion, seek clarifications in writing from any Bidder/Service Provider regarding its Qualification Proposal.
- 4.5 Test of responsiveness (Stage I)**
- 4.6.1** In Stage I, the "Qualification Proposals" submitted by the Bidder/Service Providers shall be checked for compliance with the requirements of the RFQ. A Qualification Proposal shall be considered responsive if the Qualification Proposal satisfies the criteria stated below:
- a) Is hard bound;
 - b) Is received by the Qualification Proposal Due Date;
 - c) Is signed, sealed and marked as stipulated in RFQ;
 - d) Contains all the formats & information specified in this RFQ;
 - e) Includes the appropriate bid security;
 - f) Mentions the validity period of the Qualification Proposal;
 - g) Provides the information in Reasonable Detail ("Reasonable Detail" means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by Society without communication with the Bidder/Service Provider).
- 4.6.2** The Technical capability of the Bidder/Service Providers would be assessed based on the evaluation process and minimum requirements to be submitted by the Bidder/Service Providers in formats as per the [Annexures](#).
- 4.6.3** Qualification Proposal is to judge the Bidder/Service Provider's capability and is proposed to be established by the following parameters:

(a) **Technical capability:**

i. **Mandatory Terms:**

The Bidder/Service Provider should be a company/firm/consortium with minimum experience of 3 (three) years in managing, operating and maintaining a Golf Course and other sports facilities/health club, immediately preceding the Qualification Proposal Due Date. (Ref. Annexure 3 Response Sheet No. 1 and Response Sheet No. 2).

In case of a consortium, the lead member should necessarily have the required experience/expertise in running a golf club along with sports facilities and health club. The lead member would be required to remain the part of the consortium throughout the tenure of the assignment and should submit an undertaking to this effect. A consortium should not consist of more than two entities/members. No change of consortium members shall be allowed during the service period and in case of any such eventuality will lead to breach of contract and cancellation of the agreement.

ii. **Preferred Terms:**

Preference will be given to the Bidder/Service Provider having a dedicated Hospitality Department to operate and manage the hospitality infrastructure of the Club. Company or a Consortium of companies should be able and capable of managing sports facilities, and coaching for Badminton, Table Tennis, Squash, Billiards, Fitness Center, Golf and or any other sport which the Society decides to include.

(b) **Financial capability:**

The average annual turnover of the Bidder/Service Provider (single entity/consortium) over the last 3 years should be at least Rs. Three crore (Rs. 3 crore) in the same field.

The average Net Worth of the Bidder/Service Provider (single entity/consortium) over the last three financial years should be at least **Rs. 1 crore (Rupees One crore)** (Ref. Annexure 3: Response Sheet No. 3)

4.6.4 A Qualification Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- (i) Which affects in any substantial way the scope, quality, or performance of the Project, or
- (ii) Which limits in any substantial way or is, inconsistent with the RFQ, rights of Society or the obligations of the Bidder/Service Provider under the Concession Agreement, or
- (iii) Which would affect unfairly the competitive position of other Bidder/Service Providers presenting substantially responsive Qualification Proposals.

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

- 4.6.6 The Request for Proposals (RFP) will be issued to** those Bidder/Service Providers whose Qualification Proposals meet the minimum technical and financial capability requirements.
- 5. Draft Terms & conditions for Operation & Maintenance of Manesar Club & Manesar Golf Club (Indicative only – Finalized version to be issued with RFP to the pre-qualified bidder/service providers) in the 2nd stage.**
- 5.1 The contract will be given to run, operate and maintain the entire facility of Manesar Club consisting of Restaurant, Bar, Conference hall, Public Areas which include health club, swimming pool & other indoor sports facilities etc. and Manesar Golf Club consisting of entire golf facility i.e. Golf Lawns with facilities such as sauna bath/steam bath/change rooms/locker room, other structures etc., in good condition along with list of equipments
- 5.2 The facilities will be handed over to the Bidder/Service Provider on as is where is basis duly painted and polished complex of club house building and lawns along with equipments, furniture & fixtures. Any further addition of equipments or re-designing of any club facility shall be carried out by the Bidder/Service Provider at its own cost in consultation with the Society.
- 5.3 The Service Provider shall not carry out any alteration in club building structure without prior permission from the Society. However, at the time of expiry/termination of tenure of service period, the club building and entire club facility shall be restored to its original structure by the Service Provider at its own cost. However, if [acceptable to the society, the changes could be retained](#).
- 5.4 That the contract period will be fifteen years and is further extendable for another ten years period as per mutual agreement of both parties. The contract can be terminated by either party by giving one month notice in writing.
- 5.5 That during the subsistence of this contract period, the Service provider shall be under the legal obligation to maintain and repair/replace the furniture fixtures and electrical gadgets including Air Conditioners, Generator Sets, Electrical Panels, cables etc. and the fancy electrical fittings/items affixed or installed in the restaurant/bar and other areas.
- 5.6 The Service provider shall be required to maintain the entire club facility including the building structure, restaurant, bar, conference hall, sports rooms & facilities, health facilities, lawns, open areas, sauna bath/steam bath/change rooms/locker room, all furniture & fixtures etc. To ensure the highest standards of maintenance, the Service Provider shall make sure that a minimum amount equivalent to 10% of the total sales revenue every month shall be spent on maintenance of club facilities

- 5.7 The Service provider shall ensure that major maintenance works like painting/white wash etc. are compulsorily carried out atleast once in three years. Society shall not be responsible for any kind of maintenance of the club/club facilities or any of part/facility of it
- 5.8 In case of any shortcomings at any stage, if observed by the Society, in maintenance of facilities, the Society shall be entitled to take over the maintenance of the premises and in such scenario the service Provider shall be liable to pay the Society an amount equivalent to Rs. One lac per month or actual expenses, whichever is on higher side
- 5.9 That Service provider shall run the club between 5.00 A.M. to 11.00 P.M. and Golf Club between 5.00 AM to 7.00 PM on all the days in regular course. However, the Society may ask the Service provider to run the club for more than the prescribed working hours under special circumstances. There shall be no holidays for the club except that on National Holidays but in case of any specific need, the Society can also ask the Service provider to run the club on the National Holidays. Service provider shall follow the guidelines as issued from State/Central Govt. of District Administration from time to time
- 5.10 That the Service Provider shall provide a decent, well-behaved and healthy staff to manage the club facilities. In addition to above the second party shall also provide full time/part time staff to manage other facilities like the swimming pool, health club, indoor games etc.
- 5.11 That the Service Provider shall be solely responsible for the act and conduct of its staff and employees and shall also bear their liabilities.
- 5.12 That the Service Provider shall provide proper uniforms to its staff after getting the same approved from the Society besides the name badges and shall also procure their medical examination report at regular intervals disclosing the fact that the staff of second party is free from all communicable diseases.
- 5.13 That the Service Provider shall provide a list of its staff to the Society within one month from the beginning of this agreement and shall also provide to the Society a revised list of staff as and when any staff member is included, deleted or substituted by the second party.
- 5.14 That the Service Provider shall be responsible for the payments of wages & salaries and all related expenses like PPF, EPF, medical benefits etc. to the staff employed for running, operation and maintenance of the club

- 5.15 In case of any accident during the tenure of the service period, Service Provider shall be responsible for providing medical assistance to the staff working for the club and shall incur expenses on this account
- 5.16 In case of any loss to the club building or any club facility for any reason, the Service Provider shall incur expenditure for renovation/maintenance/replacement to restore the club facilities
- 5.17 That the Society shall have exclusive right to expel any staff employed by the second party from its premises in case that staff member/employee of second party is found to be misbehaving, maltreating and committing any undesirable activity during the working hours with any of the official of the Society or to its member.
- 5.18 That the Service Provider shall serve to the members of the Society vegetarian and non-vegetarian items at the rates mutually agreed between the Society and second party. The second party shall also circulate the regular menu showing the availability of vegetarian & non-vegetarian items for the catering to the members of the Society various type of cold drinks, sweet dishes, desserts etc. and these items shall also be listed in a printed menu card in which the cost of each items shall be mentioned. The Service Provider shall not change the rate of any item so served and catered without prior written consent of the Society. *However, increase in rates from time to time, keeping in view the inflation rates etc. shall be considered by the Society and any changes due to such reasons shall be with prior approval from the Society.*
- 5.19 The Service Provider shall provide facilities and consumable items such as sports goods etc. for the use of members at the swimming pool, health club and indoor games against fixed monthly subscription to be decided after seeking the approval of the Society. The subscription rates shall be displayed prominently in the premises of the club by the Service Provider.
- 5.20 The Service Provider shall provide to the members of the Society fresh filtered water for the general drinking purposes using the latest ultra violet filtration process besides quality ice cubes for general consumption, beverages etc.
- 5.21 That in the premises of Society there also exists a Bar which shall be solely run and maintained by the Service Provider for which it shall provide the service boys for catering/serving the drinks to the members of the Society and similarly the other beverages shall also be served by the second party to the members of the Society within its precincts. The entire inventory of liquor in the bar shall be under the exclusive hold of the Service Provider, who shall be responsible for the purchases and sale of liquor.

- 5.22 That the Service Provider shall not sell any item without bill and without levying the tax so prescribed by the State Government to the members or the various parties booked by the 1st or Service Provider.
- 5.23 That the Service Provider shall not assign its right to any person during the subsistence of this agreement without any written consent of the Society.
- 5.24 That the Service Provider shall provide during the subsistence of this agreement the entire crockery, cutlery, glass utensils and linen in presentable and clean manner bearing the logo of Society during the catering services to the members and parties of the Society and shall replace the ugly, dirty and un-presentable items from time to time at its own cost.
- 5.25 That the Service Provider shall sell the items to the members of the Society and its other gathering on cash as well as on credit sales basis on credit card of a reputed bank and in circulation in the market. The responsibility of procuring the credit payment shall vest with the Service Provider.
- 5.26 That the Service Provider shall not cause any loss or damage to the premises of the Society and shall maintain the highest standards of cleanliness of the premises of the Society at all the times at its own cost and responsibility.
- 5.27 The Service Provider shall provide to the staff of Society every day meal, tea, coffee and other beverages at the rate mutually agreed between the Society and second party.
- 5.28 That the Service Provider shall hand over the vacant possession of the premises and the kitchen and other equipment/items in serviceable condition to the first party on the expiry of the agreement period or in case of termination of contract at any stage. In case the Service Provider does not vacate the premises within one month from the date of termination/expiry of the contract, the 2nd part shall be liable to pay the penalty to the Society @ Rs. 10,000/- per day till the premises is vacated
- 5.29 That the right of admission of club members and their guests in the premises of the Society shall be reserved, monitored and controlled by the Society and Service Provider shall not have any type of lien over the same.
- 5.30 That it will be responsibility of Service Provider to provide total manpower required for running, operating and maintenance of the club and club facilities including lifeguard, health instructor etc. as per requirement.
- 5.31 Officials and/or families of HSIIDC/State/Central Govt. shall be allowed to use the club and golf club facilities at a discounted rate as approved by the Society.

- 5.32 The Society would undertake quality audit regarding maintenance of the facilities by the service provider at regular intervals as it may deem fit
- 5.33 That the Service Provider shall bear expenses towards running of facilities such as electricity bills, water/sewer charges, fuel expenses to run generator sets including of maintenance of generator sets etc., telephone, telex, fax etc.
- 5.34 In case if any tempering is observed in the electrical meters/other furniture/fixtures installed in the club premises, the Service Provider shall be responsible for the same and shall bear the cost/penalty to get the same rectified/fixd
- 5.35 That the Service Provider shall pay License Fees for serving liquor in the Bar of the Club, food license fees, fire license and any other license fee/expenses/charges etc. to run the club or any club facility. Service Provider shall be responsible to obtain the applicable licenses/clearances required to run the club and golf club for various services as applicable. In case of penalty/expenses on account of not obtaining the licenses/clearances or running the facilities without clearances, Service Provider shall bear the expenses and shall also pay the penalty as imposed by the Society
- 5.36 That the Service Provider shall bear expenses on operating, running and maintenance of the Club.
- 5.37 That the Service Provider shall submit unconditional interest free refundable security of Rs. 10.00 lacs (Rupees Ten lacs only) in favour of Manesar Club which will be retained by the Service Provider till the service period and the same shall be returned after the expiry/termination of agreement after adjustments, if any.
- 5.38 Service Provider shall ensure that the club facilities are to be used only by the valid members of club
- 5.39 The Service Provider will pay the bid amount at the time of signing of agreement and on anniversary date thereafter with annual increment @ 10% year on year
- 5.40 That in case of any dispute in the terms and conditions of this agreement or of any matter related to the management of the club facilities which has not been mentioned specifically in this agreement , the matter shall first be referred to an Arbitrator to be appointed by the Society.
- 5.41 That the courts at Gurgaon have the only jurisdiction to adjudicate upon the dispute that arises between the parties over this agreement.
- 5.42 Revenues from membership fee i.e. entry and annual fee, shall be the income of society.
- 5.43 Service provider shall not have any rights for display of advertisements/hoardings within the club premises or anywhere in IMT, Manesar [However, for advertising of](#)

events/club activities, display of hoardings/advertisements etc. shall be allowed with permission of the Society.

- 5.44 Service provider shall not carry out any illegal/unauthorised activity/trade/business from the club premises
- 5.45 The Society shall retain one room for its own use
- 5.46 Service Provider shall take effective steps to promote the club like organising cultural events and sports events etc.
- 5.47 All club charges including menu rates of Restaurant & Bar and other events shall be finalised with prior approval of Manesar Club & Manesar Golf Club of Society.

6. CONTENTS OF QUALIFICATION PROPOSAL

6.1 Checklist for Submission of Technical Qualification Proposal

This shall consist of the following including the bid security:

Annexure 1: COVERING LETTER FOR QUALIFICATION PROPOSAL SUBMISSION

Annexure 2: POWER OF ATTORNEY FOR SIGNING OF QUALIFICATION PROPOSAL

Annexure 3: AFFIDAVIT

Annexure 4: ANTI-COLLUSION CERTIFICATE

Annexure 5: PROJECT UNDERTAKING

Annexure 6:

- a. Qualification Response Sheet No. 1: SUBMISSION FOR PROVIDING INFORMATION REGARDING QUALIFICATION CAPABILITY OF THE BIDDER/SERVICE PROVIDER
- b. Qualification Response Sheet No. 2: ELIGIBLE PROJECT DETAILS
- c. Qualification Response Sheet No. 3: FINANCIAL CAPABILITY

ANNEX 1

**FORMAT FOR COVERING LETTER FOR QUALIFICATION PROPOSAL SUBMISSION
(On the Letter head of the Bidder/Service Provider)**

Date:

To

General Secretary, Manesar Club
Sector 5, IMT Manesar, Gurgaon
Tele: (O)
FAX :
Email:

Re: Competitive Bid for Operation and Maintenance of Manesar Club & Manesar Golf Club located in Sector 5, IMT Manesar, Gurgaon.

Dear Sir,

Being duly authorized to represent and act on behalf of Bidder/Service Provider, I, the undersigned, having reviewed and fully understood all of the Qualification Proposal requirements and information provided, hereby submit the Qualification Proposal for the Project referred above.

I am enclosing the Qualification Proposal (one original), with the details as per the requirements of this RFQ, for your evaluation. The Qualification Proposal shall be valid for a period of one hundred and twenty (120) days from the Qualification Proposal Due Date and the Bid Security shall be valid upto 90 days beyond the Qualification Proposal validity period.

Dated thisDay of2010

Signature of the Authorised Person
Name & Designation

ANNEX 2A

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF QUALIFICATION PROPOSAL
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

Re: Bid for Operation and Maintenance of Manesar Golf Club located in Sector 5, IMT Manesar, Gurgaon

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the Bidder/Service Provider) do hereby constitute, appoint and authorize Mr. / Ms. _____S/o,D/o,W/o_____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the _____(please state the name and address of the Bidder/Service Provider) for **Operation and Maintenance of Manesar Golf Club located in Sector 5, IMT Manesar, Gurgaon** (the "Project"), including signing and submission of all documents and providing information / responses to Society, representing us in all matters in connection with our bid for the said Project.

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

For
(Signature)
(Name, Title and Address)

Accept

.....(Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also, wherever required, the executant(s) should submit for verification the certified documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

ANNEX 2B

FORMAT FOR AFFIDAVIT

**(To be furnished by the Bidder/Service Provider on Non – judicial stamp paper of Rs. 100
duly attested by notary public)**

**Re: Bid for Operation and Maintenance of Manesar Golf Club located in Sector 5, IMT
Manesar, Gurgaon**

1. I, the undersigned, do hereby certify that all the statements made and/or any information provided in our Qualification Proposal are true and correct and complete in all aspects.
2. The undersigned hereby certifies that neither our firm M/s _____ nor any of its directors/constituent partners have abandoned any work nor any contract awarded to us for such works have been terminated for reasons attributable to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its directors/constituent partners have been debarred by State/Central/Society/Any other Statutory Body for any work or from bidding.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested to verify this statement or regarding my(our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Society.

Signed by an authorized Officer of the firm

Title of Officer

Name of Firm

Date

ANNEX 2C

**FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the Bidder/Service Provider)**

Re: Bid for Operation and Maintenance of Manesar Golf Club located in Sector 5, IMT Manesar, Gurgaon

ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Qualification Proposal, we have not acted in concert or in collusion with any other Bidder/Service Provider or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor will offer nor pay, directly or indirectly, any illegal gratification, in cash or kind, to any person or agency in connection with the instant Qualification Proposal.

Date thisDay of2010

Name of the Bidder/Service
Provider
Signature of the Authorised Person
Name of the Authorised Person

ANNEX 2D
FORMAT FOR PROJECT UNDERTAKING
(On the Letter head of the Bidder/Service Provider)

PROJECT UNDERTAKING

Date:

To:

General Secretary, Manesar Club

Sector 5, IMT Manesar, Gurgaon

Tele: (O)

FAX :

Email:

Re: Bid for Operation and Maintenance of Manesar Club & Golf Club located in Sector 5, IMT Manesar, Gurgaon

We have read and understood the Request for Proposal (RFQ) in respect of the captioned Project provided to us by the Society.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Qualification Proposal we hereby represent and confirm that our Qualification Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFQ provided to us.

Dated this.....Day of200_.

Name of the Bidder/Service
Provider
Signature of the Authorised Person
Name of the Authorised Person

ANNEX 3
Qualification Response Sheet No. 1

**FORMAT FOR SUBMISSION FOR PROVIDING INFORMATION REGARDING QUALIFICATION
CAPABILITY OF THE BIDDER/SERVICE PROVIDER**

Experience of the Bidder/Service Provider

Project Name	Details of Experience

ANNEX 3 (contd.)
Qualification Response Sheet No. 2
ELIGIBLE PROJECT DETAILS

Name of Member:.....

Role of Member.....

Project Name:

(in Rupees)

Bidder/Service Provider to fill up the details here
Title & Nature of the Project
Entity for which the Project was Developed / Constructed
Location
Project Cost / Certified Billings
Date of Commencement of Assignment:
Date of Completion
Equity Shareholding
Status in the Project

Duly authenticated by the Chartered Accountant/Auditor of the Company

ANNEX 3 (contd.)
Qualification Response Sheet No. 3

FINANCIAL CAPABILITY OF THE BIDDER/SERVICE PROVIDER

Name of Member:.....

(Rs. in _____)

Sr. No.	Financial information at the end of concerned year	Year-1	Year-2	Year-3	Total	Average
A	Turnover					
1	Total Assets					
2	Current Assets					
3	Paid up Equity					
4	Reserves					
5	Revaluation Reserves & Special Reserves if any					
6	Miscellaneous Expenditure not written off					
7	Total Liabilities					
8	Current Liabilities					
9	Depreciation					
10	Profit Before Tax					
11	Profit After Tax					
12	Other Non Cash Expenses*					
B	Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Miscellaneous Expenditure not Written Off)					

Duly authenticated by the Chartered Accountant/ Auditor of the Company