

Annexure II

(refer The DGC Bid No
DGC/C BID/01/2021
17 May 2021

TENDERING FOR CADDIES CANTEEN, MAINTENANCE AND UPKEEP

Terms and Conditions: -

1. The work shall be carried out as per specification & satisfaction of Chief Executive/Delhi Golf Club.
2. The duration of contract shall be One year from the date of receipt of the work order/agreement.
3. The vendor will provide snacks/eatables as per items mentioned in Annexure I.
4. Quoted rates should be inclusive of GST payable under respective statutes.
5. Delhi Golf Club reserves the right to accept or reject bid quotation without assigning any reason.
6. "Based on real time feedback of members and administrative staff of Delhi Golf Club as and when a deficiency of service is noticed the same will be intimated to the service provider for rectification. In case there is no improvement/rectification within 48 hours of intimation, necessary and appropriate action, as approved by the Competent Authority, shall be made from the service provider".
7. Electrical Charges will be regularly paid by the service provider as per reading of the electricity meter installed at the licensed premises. In the event of electricity charge not being paid by the service provider in time, the service provider shall be liable to pay the interest @ 18% per annum on the remaining amount unpaid. In addition, the License shall also be liable to be cancelled and security deposit shall stand forfeited without any notice and on such cancellation of the license, the service provider shall vacate immediately and the Licenser shall be entitled to re-allot the premises.
8. Within 7 days from the date of acceptance of quotation, the service provider shall pay security deposit of Rs. 50,000/- (rupees fifty thousand) in the form of demand draft. Such security deposit shall be free of interest and will be refundable subject to fulfillment of all the terms and conditions to the complete satisfaction of Delhi Golf Club and payment of dues if any, by him.
9. The duration of license will be one year from the date of grant of license i.e from _____ to _____ and the same shall be extendable maximum up to three years at the sole discretion of the Delhi Golf Club on such revised terms and conditions as may be agreed to between both the licensor and service provider.
10. The Contract can be terminated by either party by giving one months' notice in writing, but in case of any non-compliance by Service provider, the Licenser can terminate the contract immediately without giving notice of one month.
11. The Service provider will ensure that all the statutory dues / obligations / registers / returns in respect of PF/ESI/Leaves/ Min. Wages as per Delhi Govt. are strictly adhered

- to. In case of deviations / non-compliance by Service provider, the Licensor can terminate the contract immediately without giving notice of one month
12. The entire equipment, material etc. for the caddy canteen shall be arranged by the service provider at his cost and expense and he shall be responsible for its maintenance and safe custody. The service provider will also be responsible for the proper cleaning, upkeep and maintenance of the caddy canteen premises.
 13. The overall control and supervision and possession of the licensed premises shall remain vested with the Chief Executive, Delhi Golf Club or authorized representative who shall have free access to inspect the said premises in order to check bona-fide use and maintenance etc.
 14. The service provider shall not permit or cause to be permitted by any unauthorized person to use the licensed premises or any part thereof. The service provider is not authorized to sublet fully or part thereof to any person /company/institution/agency, if service provider do any such act of sub-letting, the contract will be immediately terminated by DGC and security deposit will be forfeited.
 15. The service provider shall pay all taxes, fees etc. as may be required/levied by any Govt Authority.
 16. The service provider shall maintain the premises including the kitchen, pantry etc. neat, clean and in hygienic condition and shall abide by the timings and other stipulations laid down by the Licensor from time to time. The service provider would be required to sign an inventory receipt of the fittings and fixtures installed at the premises at the time of occupation and will be required to hand over the charge of the same without causing any damage at the time of vacating it. Service provider shall be responsible to take all the necessary step/precautions to prevent any mis-happening/accident/loss of life in the canteen premises.
 17. The service provider shall have no right title or interest in the licensed premises and legal possession of canteen shall always continue to vest in the licensor. The service provider will vacate the premises peacefully after the expiry of the license or its early termination, if any.
 18. That the dealing of the service provider, his employees with the members/visitors/guest and employee of the Delhi Golf Club shall be polite and courteous and he shall not indulge in any antisocial activities, which may cause harm to the interest of the Delhi Golf Club or its employees.
 19. That the service provider shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good to Delhi Golf Club loss or damage that may be caused by the service provider except those due to normal wear and tear or such damage caused by storm/earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the service provider.
 20. That the premises allotted shall not be used for residential purposes or for a purpose other than that for which it is allowed. That service provider shall not be permitted to utilize or to carry out any other trade along with the authorized business of the service provider during the period of the license.

21. That all or any amounts, fees, charges or other money payable by or due against the service provider shall, if not paid within the stipulated period be recoverable from Security deposit.
22. In the event of the service provider committing minor breach of any of the terms and conditions or any rules or regulations made by Delhi Golf Club, a fine of Rs. 500- (Rs. Five Hundred Only) can be imposed, while in case of major breach (statutory noncompliance) the license shall stand terminated and the security amount shall stand forfeited to Delhi Golf Club. The licensor shall thereafter be entitled to re-enter the licensed premises and deal with it in any such manner as deemed fit.
23. That on completion of the period of contract or on prior termination, the service provider shall peacefully remove his materials from sites or the service provider does not remove materials within a fortnight, Delhi Golf Club shall remove the same at the cost of service provider to be deducted from his security deposit, where after the materials shall stand forfeited to Delhi Golf Club.
24. That the service provider shall not claim any amount on account of loss of profit or damages for earlier termination of the service provider.
25. That no liability against Delhi Golf Club shall be created in respect of any disputes that might arise between the service provider and its employees/workers and any other person in respect to the liabilities of the service provider.
26. That the service provider would be responsible to ensure that the provisions as laid down in the minimum wages Act and any other applicable Acts or rules as may be in force from time to time are strictly and properly adhered to and Delhi Golf Club will not be responsible for any such act or deed remaining unfulfilled on the part of the said service provider.
27. That the security deposit tendered by the service provider shall be released on furnishing a certificate from the competent authority that up-to-date dues/ Wages of the staff/labour, so engaged by service provider have been cleared and no dispute/claim is pending in any court of law/forum. Further the service provider shall have to submit a clearance certificate from Delhi Golf Club or any other officer so authorized by Delhi Golf Club that no amount is outstanding against him or any account whatsoever before release of security deposit. No interest all be payable on the amount of security deposit.
28. That the decision of Delhi Golf Club with regard to interpretation of the terms and conditions shall be final and binding and shall not be called in questions in any proceeding before any court or forum.
29. That on expiry of the period of the license or on earlier termination or revocation of the license under the terms and conditions hereof any belongings of the service provider found on the premises shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of license or termination or revocation of the license as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the licensor from the service provider and also, after deducting cost of administration and auction/sale of those belongings, the balance, if any, shall be paid over to the service provider or his legal heirs, representative etc. as the case may be.

30. That if the service provider allows credit, he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the service provider shall be entertained on this account.
31. That the premises shall be open to inspection by the representative and authorized staff of the licensor and also to execute any structural repair, addition or alterations at site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purpose, connected therewith and for the compliance of terms and conditions or any works related to repair/additions/alterations or other damages that may be caused during the course or installation of any fitting , fixtures etc., or owing to the inspections of the premises. Service provider is not allowed to do any renovation / modification work in the given premises.
32. The service provider will be permitted to sell/serve snacks/eatables, soft drinks and beverages in the canteen sale of cigarettes, tobacco, pan masala and liquor within the Golf Course complex is strictly prohibited. Service provider is not allowed to use plastic / polyethene bags in the canteen premises.
33. Item with rates to be served for breakfast (Samosa/Bread Pakora) and lunch (Puri, Sabzi) etc to be approved by the Competent Authority. The rates of items will be displayed either on a board or kept at a prominent location.
34. The quality of items served shall be good, wholesome and of best quality; but in case of any adulteration and /or deficiency in quality is found, the service provider shall be fully and entirely liable and responsible for the same.
35. Tea, breakfast etc. to be available before the tee-off time which is as under: -
 - Summer - 5.30 AM to 7.00 PM
 - Winter - 7.00 AM to 5.30 PM
 - Lunch - 11.00 AM to 2.00 PM
36. The service provider will ensure that all employees at canteen during their working hours shall wear uniform supplied by the service provider. No employee of canteen will be allowed to continue his duty without wearing uniform of approved pattern.
37. The employee at the canteen shall be medically fit and free from any communicable, contagious infection and any other disease. They will be medically examined every 6 months at service provider cost and will be given prophylactic treatment as required. Any employee found unfit will be replaced immediately. Medical report will be submitted to the Delhi Golf Club.
38. The service provider will adhere to safety precautions and avoid hazardous and unsafe working condition. He shall comply with the safety rules in force from time to time.

I have read and understood the above conditions and the same are acceptable to me/us.

Signature of Quotationers/Applicant