

**DELHI DEVELOPMENT AUTHORITY
BABA GANG NATH SPORTS COMPLEX
NEW DELHI**

NOTICE INVITING TENDER NO. 01/BGNCS/DDA/2023-24

Online tenders are invited **through e-tendering mode** on behalf of President of India for the following works at Swimming Pool, Baba Gang Nath Sports Complex. **The tender shall be uploaded in two parts, namely, 'Part -I' containing Technical Bid and 'Part – II' comprising 'Financial Bid'. The bid not uploaded in accordance with the prescribed manner will not be accounted for at all.** Only those agencies/ Firm/ Person **having successfully completed three nature of works of running swimming pools** each costing not less than 40% of annual reserve price put to tender, or **two completed works** each costing not less than 60% of annual reserve price put to tender, or **one completed work** costing not less than 80% of annual reserve price put to tender during the last **five years** ending previous day of last date of submission of tender in Government Department, Public Sector Undertaking, Govt. Schools including KVS, Clubs / Institutions with annual turnover more than **30% of the estimated cost during immediate last three consecutive financial years. The value of annual turnover figure shall be brought to current value by enhancing the actual turnover figure at simple rate of 7% per annum.** A proof thereof should be uploaded with the Technical Bid. The tenderer should be registered with the Department of Trade & Taxes, GST, GNCTD and furnish a copy of registration with the tender. A proof in this regard is necessary to be enclosed with Tender otherwise the Tenders/Bids shall not be entertained.

S. No.	NIT No.	Earnest Money	Period of Contract	Last Date & Time of submission of Tender	Date & time of opening of Financial Bid
	Name of work	Reserve Price		Date & time of opening of Documents/ Technical Bid	
1	01/BGNCS/DDA/2023-24 Running, Maintenance & Operation (R/M/O) of Deck Area Services and Filtration Plant & DG Set, (one job complete) on monthly license fee basis, of Baba Gang Nath Sports Complex, DDA swimming pool (within complex premises) 6 days a week except Monday / Wednesday as per maintenance days of respective complexes and National Holidays	Rs.64,200/-	One Swimming Season from the Date of Award.	29/04/2023 upto 3.00 PM	Will be intimated later
		Rs. 6,41,999/- Per Month Excluding GST and Electricity charges.		01/05/2023 11.00 AM	

Note:

- As per instructions issued by CRB, DDA, no hard copy of any document will be required to be submitted by the tenderers till the opening of the tenders. Hard copies of relevant documents will be required from the agency tendering highest amount.
- In Part-I of the Tender i.e. Technical Bid, the tenderer shall upload details of experience certificates of satisfactory completion, duly attested, of similar nature of works undertaken by them; authenticated proof showing annual turnover. In case of Company / Firm, an attested copy of Registration Certificate and Article of Association / **Partnership Deed** to be furnished. Part-II of the tender should contain Financial Bid indicating monthly charges (per month) offered by the tenderer.
- Tender documents can be obtained / downloaded on the e-tendering portal i.e. www.eprocure.gov.in/eprocure/app or www.dda.gov.in upto **last date of submission of tender**. Earnest money amounting to **Rs.64,200/-** shall be deposited through RTGS/NEFT in the account of “**CAU SPORTS DDA (EMD Account)**” having **account No. 1614159849 with Kotak Mahindra Bank, Gulmahor Park, New Delhi, (IFSC. KKBK0000184)**”. The unique transaction reference of RTGS / NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date. The DDOs concerned will get tender earnest money verified from their banks based on the unique transaction reference no. against each RTGS / NEFT payment before the tenders are opened.
- The intending tenderer should ensure before tendering in DDA that the requisite fee has been deposited with CRB.
- For terms and conditions, eligibility criteria of specialized work and other information/instructions, please visit DDA's website <https://eprocure.gov.in/eprocure/app> or www.dda.gov.in. For any assistance on e-tendering please contact concerned Secretary/DDO or M/s N.I.C. on email cphp-nic@nic.in or 0120-4001062, 0120-4001002, 0120-4001005, 0120-6277787 or send a mail over to – support-eproc@nic.in.

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Important terms & conditions for tenderers. Tenderers are required to go through the same before participating in the tender.

1. The tender shall be submitted online in two parts, viz., technical bid and financial bid.

Technical Bid

The tenderers are required to furnish the following documents in technical bid:-

- i. Scanned copy of Proof of requisite fee deposited with Contractors Registration Board of DDA.
- ii. Scanned copy of reference of RTGS/NEFT/IMPS or any other mode (EMD).
- iii. Scanned copy of satisfactory completion certificates as per NIT condition.
- iv. Scanned copy of active and valid GST Registration as on the last day of bidding and PAN No.
- v. Scanned copy of Registration of EPF & ESI.
- vi. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head) along with stamp.
- vii. Scanned copy of Tender Application form (To be given on Company Letter Head) as per format given in NIT.
- viii. Scanned copy of annual turnover duly certified by Chartered Accountant having valid UDIN.
- ix. Details of manpower available with qualification and experience in the field to include.
- x. Authorization Letter (Proforma enclosed at Page No. 16) on non-judicial stamp paper worth Rs.100/- as per clause 1(viii).
- xi. Scanned copy of undertaking on a non-judicial stamp paper of Rs. 100/- that agency is not blacklisted or debarred by any Govt. /PSU or private organization Agency/Firm/Person/Tenderer.
- xii. Scanned copy of undertaking on non-judicial stamp paper of Rs. 100/- regarding ESI, EPF as per clause of NIT.
- xiii. Scanned copy of undertaking as per Clause No. 109 of NIT.
- xiv. Scanned copy of the following :-
 - (a) Police verification of Life Guards, Medical Attendants and Managers.
 - (b) Qualification certificates from Authorized Institution of :-
 - Life Guards.
 - Medical Attendants.
 - (c) Education Qualification of Life Guards, Medical Attendants and Managers.

Any tender found lacking with respect to the necessary information and /or documents with the Technical bid will not be considered.

Price Bid

- i) Schedule of Financial bid in the form of BoQ_XXXXX.xls

AE(Civil)/BGNSC, DDA

No. F4(25)BGNSC/DDA/CIVIL/17-18/

Date: - .04.2023

Copy forwarded to: -

1. Commissioner (Sports)
2. Commissioner (Systems), DDA – through e-mail for DDA website
3. Dy. CAO (Sports)
4. FO to Commissioner (Sports)
5. Secretary (Coordn.), Sports Wing, DDA
6. Secretary/BGNSC.
7. Chief Engineer, Sports Division-1
8. Executive Engineer, Sports Division-1 & 2
9. Executive Engineer (Civil)
10. Sect. DDA Contractor's Welfare Association Vikas Minar, I.P. Estate, New Delhi
11. Sect. DDA Builder's Association, E-18, Vikas Kutir, New Delhi
12. The General Secretary, Delhi Contractor's Welfare Association (Regd.), 306, Masjid Moth, N.D.S.E. Part-II, New Delhi-110049.

AE(Civil)/BGNSC, DDA

TENDER APPLICATION FOR GRANT OF LICENSE FOR THE WORK “RUNNING, MAINTENANCE & OPERATION OF DECK AREA SERVICES OF SWIMMING POOL AT BABA GANG NATH SPORTS COMPLEX, DDA.

1. Name of Applicant _____
(in block letters)
2. Name of Firm/Company/Agency _____
3. Name of Authorized Signatory of firm/company _____
4. Father's/Husband Name _____
(in case of individual)
5. If firm, name of the partner (Please upload _____
attested copy of the partnership deed)
6. If company, No. & Date of Certificate of in- _____
corporation & the name of the Managing Director
(Please upload attested copy of certificate
of incorporation).
7. Age, if individual _____
8. Full Address _____
A) Residential (individual and of Mg. Partner/M.D.
in case of Firm/company & Tel. No. _____
B) Business & Tel. No. _____
9. Experience in running swimming pools/similar _____
nature of works undertaken (please upload attested
copy of completed works during last five years) _____
10. GST No. & PAN No. _____
11. ESI & EPF No. _____

**Affix duly
attested
passport size
photograph
of the
tenderer**

(Signature of Applicant with Rubber Stamp)

Note: - The above format may be downloaded, filled-in and scanned copy uploaded and the quoted rates of license fees should not be less than the reserve price.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Commissioner (Sports)
Delhi Development Authority

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

CERTIFICATE

I/We the above named tenderer apply to the Delhi Development Authority, New Delhi for grant of license for the work **“Running, Maintenance & Operation of Deck Area Services and Filtration Plant & DG Set, (one job complete) on monthly license fee basis, of Baba Gang Nath Sports Complex, DDA swimming pool (Within complex premises) 6 days a week except Monday / Wednesday as per maintenance days of respective complexes and National Holidays for operational period”** i.e. from the actual date of handing/ taking over of Swimming pool site to _____ under the terms & conditions of the Agreement. I have read and understood the conditions of the tender and hereby accept the same on behalf of Agency/ licensee. I/We licensee (s) will complete the agreement in the forms prescribed. We the intending tenderer will pay the charges and complete the agreement in the form prescribed in accordance with the said conditions when called upon to do so. I/We agree that if I/We fail to deposit the amount on account of security or to fulfill any of my/our obligations under the terms & conditions of the Agreement, the amount deposited by me/us as security deposit will stand forfeited to DDA and this shall not be challenged in any court or forum, whatsoever. **In case me/us fails to deposit the PBG/security, the EMD will be forfeited by DDA as per provision of CPWD Works Manual 2022.** The DDA may at its discretion accept the offer made by me/us above or reject the same without assigning any reason. I/We shall not dispute such acceptance/rejection in any manner whatsoever nor shall I/We challenge the same in any proceedings before any court or forum.

Dated:
Place:

Signature of the Applicant

Name:
Address:
.....
.....

Please affix official
Seal in case of firm/company

Note: - Before tendering for the job, the tenderer may inspect the site and satisfy himself/herself/themself about its location, area and assess the business prospects.

TERMS AND CONDITIONS FOR GRANT OF LICENSE FOR “RUNNING, MAINTENANCE & OPERATION (R/M/O) OF DECK AREA SERVICES OF SWIMMING POOL” AT BABA GANG NATH SPORTS COMPLEX, DDA.

1. (i) Online tenders are invited **through e-tendering mode** on behalf of President of India for the following works at Swimming Pool, Baba Gang Nath Sports Complex. **The tender shall be uploaded in two parts, namely, ‘Part -I’ containing Technical Bid and ‘Part – II’ comprising ‘Financial Bid’.** **The bid not uploaded in accordance with the prescribed manner will not be accounted for at all.** Only those agencies/ Firm/ Person **having successfully completed three nature of work of running swimming pools** each costing not less than 40% of annual reserve price put to tender, or **two completed works** each costing not less than 60% of annual reserve price put to tender, or **one completed work** costing not less than 80% of annual reserve price put to tender during the last **five years** ending previous day of last date of submission of tender in Government Department, Public Sector Undertaking, Govt. Schools including KVS, Clubs / Institutions with annual turnover more than **30% of the estimated cost during immediate last three consecutive financial years.** **The value of annual turnover figure shall be brought to current value by enhancing the actual turnover figure at simple rate of 7% per annum.** A proof thereof should be uploaded with the Technical Bid. The tenderer should be registered with the Department of Trade & Taxes, GST, GNCTD and furnish a copy of registration with the tender. A proof in this regard is necessary to be enclosed with Tender otherwise the Tenders/Bids shall not be entertained.
 - (ii) Delhi Development Authority may in its discretion, accept any quotation/tenders or reject any or all the quotations/tenders, without assigning any reason.
 - (iii) Before submitting the tender, the tenderer may inspect the site and satisfy himself/herself/them self about its location, area, equipments and assess its business prospects and it shall be presumed that the tender is being submitted after the necessary assessments and satisfaction. On acceptance of the bid and assignment of the job, no claim of any nature on account of condition, location, vegetation, nature of construction, accessibility, lack of basic amenities shall be entertained.
 - (iv) The tender shall be accepted only through online e-tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website www.eprocure.gov.in/eprocure/app or www.dda.gov.in.
 - (v) Tender documents can be obtained / downloaded on the e-tendering portal i.e. www.eprocure.gov.in/eprocure/app or www.dda.gov.in upto 29/04/2023 (last date of sale).
 - (vi) DDA will not be responsible for not getting internet connection / power supply while downloading the Electronic Bid Sheets / Documents or while uploading their offers.
 - (vii) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the licensees who resort to canvassing will be liable for rejection.
 - (viii) The tenderer shall also upload an Authorization Letter (Proforma enclosed) on non-judicial stamp paper worth Rs.100/- duly attested by the Notary Public, authorizing the agency designated by DDA to get the requisite documents authenticated from various Government / Other agencies.
2. THAT the licensee shall pay to the Licensor Baba Gang Nath Sports Complex, DDA the license fee fixed hereinafter by the 5th of every month, in advance.
3. The tenderer will quote license fee for “Running, Maintenance & Operation of Deck Area Services and Filtration Plant & DG Set, (one job complete) on monthly license fee basis, of Swimming pool of Baba Gang Nath Sports Complex DDA swimming pool (Within complex premises) 6 days a week except Monday / Wednesday as per maintenance days of respective complexes and National Holidays” on monthly basis. Only one tender shall be submitted by each tenderer.
4. Any tenderer submitting tender in different names will be disqualified, his tender rejected.
5. The tender will remains valid for a period of **75 days from the date of opening of technical bid.** If any tenderer withdraws his tender before the said period or seeks any modifications in the terms & conditions of the tender which are not acceptable to the Commissioner (Sports), DDA, his entire security deposit will be forfeited. The decision of the Commissioner (Sports), DDA in this regard shall be final and binding and shall not be questioned before any court or other forum. **In such cases Earnest Money Deposited with the DDA will be forfeited as per clause 5.1.7 of the CPWD Works Manual 2022.**
6. One tenderer can submit only one tender for each complex. Multiple tenders submitted shall be rejected.
7. The following conditions are to be complied with, **within 5 days from the date of issue of acceptance letter:-**
 - a. **Payment of License Fee** for one month in advance.
 - b. **The security deposit shall be equivalent to the three month license fee** through RTGS/ bank draft or in the form of Fixed Deposit Receipt of a Nationalized/Scheduled Bank approved by RBI favoring “CAU Sports DDA”. The security so deposited shall be liable to be forfeited in the event of breach of any of the clause as contained in the agreement.
 - c. **Execution of the Agreement** on non judicial stamp paper worth Rs. 100/- and completion of other formalities.
 - d. **Execution of License Deed** under Section 44 of DDA (Disposal of Developed Nazul Land) Rules 1981, on non-judicial stamp paper worth Rs. 100/-.

8. That the monthly license fee shall be payable in advance on or before the 5th day of each English Calendar month. In the event of license fee **and electricity consumption charges** not being paid by the intending licensee in time the intending licensee shall be liable to pay, interest @ 18% per annum **shall be computed on fortnightly basis**, on the amount remaining unpaid. The interest shall be computable on fortnightly basis and the default for single day shall be treated as half month. In case the intending licensee subsequently fails to deposit the license fee so payable by the end of the month the license can be terminated by the Commissioner (Sports), DDA and the security deposit shall stand forfeited.
9. The licensee shall pay alongwith the license fee, the electricity consumption charges (as per actual) **and the water charges (if applicable)** on or before 5th of each month. In case of default, penal interest @18% per annum will be charged. The delay in payment by one day shall be treated as delay for 15 days and for more than 15 days, shall be considered as delay for full month and the interest shall be charged accordingly.
10. **The minimum manpower requirement shall depend on the pool area being licensed, average footfalls etc. However,** the licensee shall be required to deploy the following minimum number of personnel in the operational season who shall be available during the working hours of the swimming pool i.e. from 6.00 a.m. to 9.00 p.m. in summer (the security guards shall be made available round the clock) and from 06.30 a.m. to 08.30 p.m. in winter (as applicable to SFSC, YSC and CWGVSC) :
- | | |
|--|---|
| a. Life Guards (for Main Pool) | 4 in each shift |
| b. Life Guards for Toddler's Pool (where available) | 1 in each shift |
| c. Attendants | 2 in each shift (one lady & one gent). |
| d. Environmental Assistant | 2 in each shift (one lady & one gent). |
| e. Manager/Supervisor | 1 in each shift |
| f. Medical Attendant | 1 in each shift |
| g. Security Guards | 3 in each shift of eight hours (round the clock) |
11. **Note: - Timings for Swimming :-**
- (a) **Summer Timings (April to September) (All Sports Complexes except SBS) :-**
- Morning Shift** : 06.00 a.m. to 12.00 p.m.
 - Evening Shift** : 03.00 p.m. to 09.00 p.m.
- (b) **Winter Timings (October, November, February and March) (SFSC, YSC and CWGVSC) :-**
- Morning Shift** : 06.30 a.m. to 12.00 p.m.
 - Evening Shift** : 03.00 p.m. to 08.30 p.m.
- (c) Staff will be present from **2.00 pm to 10.00 pm** so as to prepare the deck area for the same day & next day.
- (d) **Swimming will not be permitted beyond the scheduled prescribed hours under any circumstances.**
- (e) The minimum qualification of the Manager/Supervisor to be deployed at swimming pool should be "Graduate" from any of the recognized Universities and should be able to converse fluently both in Hindi & English.
- (f) The medical attendant and life guards to be deployed should be professionally qualified and holding valid certificates from reputed/recognized institutes. They should also have knowledge of first aid and artificial respiration.
- (g) The name/parentage, qualification and address of such personnel should be uploaded along with the tender form and a list of their names and addresses shall be displayed by the licensee on notice board of the Swimming Pool at all times.
- (h) If the required personnel as detailed above in clause 10 are not available during the shift or part thereof the management shall deduct an amount of Rs. 2000/- for each person per day. Further, as per clause 18 and 30 a penalty of Rs 2000/- on each occasion and Rs. 2000/- for each default respectively be imposed for the reason mentioned there under. The basis for keeping the penalty of Rs. 2000/- for each person per day/on each occasion/for each default etc.**
- (i) Besides, the management can itself deploy personnel as and when such deficiency in staff deployment is noticed and the pay of these personnel will require to be paid by the Licensee, which will be deducted from his security deposit available with Department.
- (j) The bio-data and photographs of life guards, Manager and medical attendant will be uploaded along with tender documents.
- (k) All the persons required to be deployed for running, maintenance and operation of swimming pool including Managers/Supervisors should wear their prescribed uniforms with their name plates, except life guards who will wear their prescribed dress on duty.
- (l) For Toilet, Shower and Change room area for Gents side only Gents and for Ladies side only ladies manpower shall be deployed.
12. Life saving equipment, viz oxygen cylinder, portable stretchers, proper medical kits, etc., shall be arranged by the licensee. Medical attendants, life guards, coaches and managers must be fully conversant with the use of operating such equipment.
13. The electric fixture and fittings shall be provided by the Baba Gang Nath Sports Complex, DDA at the time of grant of license for Swimming Pool Deck Area. Subsequent wear and tear shall be borne by the licensee and the entire fixture and fittings shall have to be handed over by the licensee to the licensor in good condition at the time of vacating the premises on expiry/termination of the contract.
14. The intending licensee shall ensure that not more than the persons as are prescribed in the license issued by DCP (Licensing) are allowed to avail swimming at a prescribed time /shift and that the terms and conditions set by the licensing authority are strictly adhered to.

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15. That the licensee shall not use the premises for any purpose other than the one for which it has been tendered and shall not claim any additional facilities than those available at the time of the tender.
16. That the overall control of the premises and supervision of the swimming pool shall remain vested with the DDA whose officers or authorized representative shall have access at any time (day & night) to the said swimming pool or any part thereof.
17. That the Commissioner (Sports), DDA shall have the right to revoke the license in the event of breach of any of the terms and conditions of this license as specified in the agreement.
18. The licensee will make arrangements to provide cleaning material at his own cost for maintaining the premises of the swimming pool Reception, Change Room, Toilets, Deck Area, Green lawn, etc., and shall keep surroundings neat and clean at all times. Special care will be taken to keep toilets in excellent condition and for this purpose adequate number of housekeeping staff will be deployed by him. The licensee so selected shall strictly adhere to the instructions issued by the Commissioner (Sports), DDA or his authorized representatives for keeping the premises neat and clean. Failure to do so shall attract penalties of **Rs. 2000/- on each occasion**. The decision of Commissioner (Sports), DDA shall be final and binding and shall not be challenged in any court or forum.
19. Proper notice boards and barriers, etc., will be put by licensee at his own cost.
20. No unauthorized person who is not a member, casual member or guest of a member of the Sports Complex will be permitted to enter the premises of the swimming pool.
21. On completion of the period of license or on prior termination thereof, the licensee shall remove his materials from the sites. If the licensee does not remove materials within a fortnight from the date of service of notice, DDA shall remove the same at the risk & cost of licensee. The cost/ expenses shall be recovered from the security deposit.
22. The licensee shall not claim any amount on account of loss of profit or damages for earlier termination of the license or delay in handing over the swimming pool by DDA for operations.
23. No liability against DDA shall be created in respect of any dispute that may arise between the licensee and his employees/workers and any other person or members of the Complex in respect of the liabilities of the licensee.
24. The operation and supervision of the swimming pool shall be the responsibility of the licensee. In case, any member/users are found violating the rules/regulations, misbehaving, the said licensee shall report the incident to the Commissioner (Sports), DDA / Management immediately.
25. **The licensee shall be responsible for all the necessary steps/precautions to prevent any mishappening / accident / loss of life in the pool premises. In case if any mishappening /accident / loss of life occurs owing to the negligence on the part of the licensee or his staff, the licensee shall be held responsible and liable for all the consequences/liability arising there from and that the DDA/Management shall not be responsible / liable in any manner for any mishappening/accident / loss of life occurring in the Swimming Pool premises.**
26. The licensee shall abide by the rules and regulations as laid down vide “The Union Territory of Delhi Swimming Pool (Licensing and Controlling) Regulations, 1980” and conditions laid down in the maintenance and running of Swimming Pool and any other law/act in force. He shall also be responsible to ensure that rules and regulations as laid down by the management are enforced strictly and are properly adhered to by him as well as by his staff.
27. Any misrepresentation or suppression of material fact shall render the license liable for cancellation.
28. The licensee would ensure that if any pass holder/user has visible sign of any skin disease/ailment, he/she will not be permitted to use the pool. No person would be allowed to swim without submitting a certificate of fitness from a registered medical practitioner.
29. The licensee would be responsible that no damage / loss is caused or allowed to be caused to the swimming pool and to the furniture/fixture and other articles. In case if any damage/loss is caused due to him or by his workers/staff, it will be made good by the licensee. The decision of Commissioner (Sports), DDA shall be final and binding on the licensee.
30. The licensee would submit monthly labour reports to the Commissioner (Sports), DDA or the officer so authorized by him indicating there in number of staff/workers employed by him and also the position regarding salary/wages paid to them. He would be responsible to ensure that the provisions as laid down in the Minimum Wages Act and in any other Act or Rule as may be in force from time to time are strictly and properly adhered to and DDA will not be responsible for any such act or deed remaining unfulfilled on the part of the said licensee. For non submission of the monthly labour return or for violation of any Rules/Regulations, the licensee shall be liable to pay Rs. 2000/- for each default and the decision of Commissioner (Sports), DDA shall be final and binding in this regard.

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31. That the amount of security deposited by the licensee shall be released on furnishing a certificate from the competent authority that up-to-date dues/wages of the staff/labour, so engaged by the licensee, have been cleared and no dispute/claim is pending on the said account in any court of law/forum. Further the licensee shall have to submit a clearance certificate from Commissioner (Sports), DDA or any other officer so authorized by Commissioner (Sports), DDA that no amount is outstanding against him on any account what-so-ever before release of security deposit. No interest shall be payable on the amount of security deposit.
32. The decision of Commissioner (Sports), DDA in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum. The terms and conditions of license can be changed by the licensor at any time with the consent of the licensee.
33. All or any of the powers and rights exercisable by Delhi Development Authority in respect of tender shall be exercisable by the Commissioner (Sports), DDA and the licensee shall not have any objection whatsoever in respect thereof.
34. Based on the above terms and conditions an agreement, at the cost of the tenderer, shall also be got executed before allowing the operation of Swimming Pool.
35. That the security deposit shall be released only on successful completion of the license and after the removal of all goods and material and discontinuing the operation of the pool by the licensor. In case any money/amount is due to DDA under the terms and conditions of the agreement / license deed the same shall also be recoverable from the said security deposit. In case of dispute in respect of such dues the decision of the Commissioner (Sports), DDA shall be final and binding.
36. That the licensee shall bring and continue to keep all necessary equipment and shall not remove any item from the site of swimming pool without prior approval of licensor.
37. The licensee shall not display or exhibit pictures, poster, statue or other articles which are repugnant to morals or are indecent in nature or of other improper character. It is expressly agreed that the decision of the licensor in this behalf shall not be a subject matter of dispute.
38. That the licensee shall have no right, title or interest in the premises licensed to him nor shall be deemed to have possession thereof, except the permission to use the said site. The possession of the Swimming Pool shall continue to rest with DDA for all intents and purposes.
39. That the licensee shall not be entitled to transfer or sub-let any premises. He shall also not be allowed to use any part thereof for any other purpose. In the event of the death of the licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm/company prior to the expiry of the period fixed here-in-after, the license shall stand terminated automatically and the representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing, the heirs or representatives will be permitted after discharging the liability, if any, to remove the goods and other equipment that may be found at the licensed premises. In case if goods are not claimed by the heirs or representatives within four weeks from the date of demise of the licensee, the licensor may by public auction dispose of the same.
- 39 A. No person engaged by the DDA as a Consultant at the Complex will be hired or be engaged in any capacity by the licensee of Swimming Pool.
40. That notwithstanding the other rights, the licensor may at its sole discretion and on such terms as may be considered reasonable by it, grant relief to the licensee against forfeiture of security deposit, imposition of interest on termination or revocation of the license.
41. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor from time to time may issue or adopt or for the care, protection and administration of the Swimming Pool and the general welfare and comfort of all employees and connected persons.
42. That the licensor shall not be responsible for the safety of persons or any material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee at any time in, on, upon or around the said premises from any cause whatsoever.
43. That on expiry of the period of the license or on earlier termination or revocation of the license under the terms and conditions thereof, any belongings of the licensee found on the premises shall be liable to be sold through public auction unless claimed within 4 weeks 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 utilize the proceeds of such sale for adjustment of the amount due to the licensor from the licensee and the balance amount shall be refunded.

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44. That the licensor shall have the right to terminate the license by giving 15 days notice without assigning any reason thereof. However, in case serious irregularities/violations are found, the possession of the site shall be resumed back forthwith even without service of the notice and the licensee shall have no objection for the same. The decision of Commissioner (Sports), DDA shall be final and it shall not be challenged in any court of law/forum.
45. That in case the said site is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the license shall stand cancelled automatically and the licensee shall not claim any damage or loss of profit.
46. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of the premises.
47. That the dealing of the licensee/his employees with the officials of the Sports Complex and the members/users shall be polite and courteous and he shall not indulge in any anti social activities. The licensee shall also not indulge in any activity which may cause harm to the interest of the Delhi Development Authority or its employees.
48. That the licensee shall have no objection if the licensor or its employee enters the premises for inspection and or executes any structural repair, additions or alteration at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time and for the purposes connected therewith and for the compliance of terms and conditions of any works relating to repair/additions/ alterations or other damages that may be caused during the course of installation of any fitting, fixtures, etc.
49. That the licensee shall be responsible for all damage or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor, except those due to normal wear and tear, or such as are caused by storm, earthquake or any other natural calamity 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 final and binding upon the licensee and shall not be called in question.
50. That in case any amount becomes due against the licensee in respect of any matter covered under this licensee deed, the same can be recovered as arrears of land revenue.
51. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this license or recovery of any dues in respect thereof or connected therewith shall be exercised by Commissioner (Sports), Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.
52. That in case of breach of any of the conditions as referred to above, or in case any charges, tax or any other amount is not paid or for any other reason, the Commissioner (Sports) shall have the right to terminate, cancel and or revoke the license and cause the material to be removed from the complex without any compensation.
53. That the decision of Commissioner (Sports), DDA in regard to interpretation of these terms of the agreement shall be final and binding and shall not be called in question in any proceedings before any court or forum.
54. The swimming pool shall remain closed on Monday / Wednesday as per maintenance days of respective complexes during the week. The day fixed by the complex administration for this purpose shall be final and binding and the same shall be strictly followed by the licensee.
55. That the DDA have fixed the rates of fees to be charged by the licensee as per the details given below and it shall be the responsibility of the licensee to ensure that these rates are strictly followed. In case of violation of this clause action for termination of the contract shall be taken. Seasonal, bi-monthly and monthly charges to be collected only from members of the Complex.

Summer Season

<u>S.No.</u>	<u>Category</u>	<u>Basic Rate</u>	<u>GST</u>	<u>Total</u>
(i)	Seasonal	Rs. 3203.39	Rs.576.61	Rs. 3780/-
(ii)	Monthly	Rs. 906.78	Rs.163.22	Rs. 1070/-
(iii)	Daily Dip	Rs. 50.85	Rs.9.15	Rs. 60/-
(iv)	Guest of Member	Rs. 161.02	Rs. 28.98	Rs. 190/-
(v)	Quarterly	Rs. 2669.49	Rs. 480.51	Rs. 3150/-

Winter Season (for heated pools only)

<u>S.No.</u>	<u>Category</u>	<u>Basic Rate</u>	<u>GST</u>	<u>Total</u>
(i)	Seasonal (Feb, Mar & Oct, Nov -4 Months)	Rs. 6059.32	Rs.1090.68	Rs. 7150/-
(ii)	Bi-Monthly (2 Months)	Rs. 3025.42	Rs.544.58	Rs. 3570/-
(iii)	Monthly	Rs.1779.66	Rs.320.34	Rs. 2100/-
(iv)	Daily Dip	Rs. 101.69	Rs.18.31	Rs. 120/-
(v)	Guest (per day)	Rs. 322.03	Rs. 57.97	Rs. 380/-

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- 55 A. Coaching Charges. Swimming Coaching charges is Rs. 1130/- (including GST) per hour per month.
- 55 B. No charges to be charged from past and present Honorary Members and their dependants and the management of the sports complex.
56. That the licensee shall be accountable directly to the member for providing better services/ coaching in lieu of charges received from the members/users and the licensor shall not be responsible on this account.
57. That the licensee shall not sub-let any or whole portion of the swimming pool premises. In case of any breach it shall tantamount to cancellation of license and forfeiture of security deposit. The decision of Commissioner (Sports), DDA shall be final and binding and shall not be called in question in any court of law/forum.
58. The licensee shall prominently display the rates as mentioned in **clause 55 & 55 (A)** above at three/ four sites at all times and shall abide by the rates as fixed by the management and for this purpose he will issue proper receipts of the money received by him to the member/user. He shall also be held accountable for any act or deed done by his staff/employees as regards to charging of rates. Any complaints by members for over charging, etc., will be viewed as violation and breach of terms and conditions and license shall be cancelled.
59. The tenderer is advised to go through the terms and conditions as mentioned above carefully. He should quote his rates as per terms and conditions in the tender document and no conditional offer shall be acceptable. Commissioner (Sports), DDA reserves the right to reject the conditional offer summarily.
60. **Cleaning and Sweeping Material:** Material such as dusters, mops, detergents/washing powder, brooms, sponges, buckets, phenyl, acid, toilet disinfectant, odonil, freshener in each toilet, toilet rolls, toilet soaps, etc, should be provided by the licensee. He shall also maintain adequate stock of these items in the swimming pool.
61. The work comprising of running, operation and maintenance of Deck Area along with maintenance of general internal lighting, security light and all plumbing job, sanitation etc. of the Deck Area, i/c, change room, reception, lobby, toilets and attached green area of swimming pool will be looked after by the licensee.
62. **Name of Director / Proprietorship Firm, etc** – It will be mandatory to give the name of Directors / Partnership Firm, etc., in the tender documents with proper signatures and official seal. The same person / authorized person will only be allowed to attend the negotiations, if any.
63. **Latest Life Saving Equipment** – Latest life saving equipment, including resuscitation aids, will be provided by the licensee. Medical attendants, life guards, etc, must be fully conversant with the use and operation of such equipment.
64. **Risk in Cost Element** – In case the Licensee withdraws in the middle of the contract period, the pool would be run at the risk and cost of the licensee.
65. The work also comprises of running, operation and maintenance of the filtration plant and pump with all their control valves, electrical panel and general internal lighting security lights and all plumbing jobs in the Filtration Plant Room which will be looked after by licensee. This will also include heating of pool water during October, November and February and March for heated pools. Parameters of water will be maintained as per IS-3328.
66. The licensee shall employ trained and competent staff preferably qualified from ITI, to operate the pump sets, filtration plant and other accessories on all days at the timings to be decided by the Baba Gang Nath Sports Complex, DDA Administration.
67. The filtered water shall have to be maintained as per IS: 3328-1965 and other relevant codes and results to be recorded in the log books. For heated pools during the months mentioned at **clause 65**, the pool temperature should be between 25 to 28 degree Celsius.
68. The log book and complaint register is to be maintained in proper form as agreed upon between the Baba Gang Nath Sports Complex, DDA Administration and the licensee. The same shall have to be kept upto date and signed daily by the operational staff. These should be prepared separately for each month and will be submitted to the office of the Secretary along with monthly bills and shall remain the property of the sports complex.
69. The licensee will maintain an attendance register of the staff and the same should be available at site. As and when biometric attendance is introduced at the sports complex, these staff would also require to mark their daily biometric attendance.
70. In case of disobedience or misbehavior by the workers, the Commissioner (Sports) or his authorized representative may ask for removal of such person from the site of work for which licensee shall have to act promptly.
71. All the allied accessories/measuring instruments, servicing devices, etc., should be kept in working order and if any damage is done to the pump sets, equipment and their accessories, etc, installed in the pump house due to negligence of staff of the licensee, the licensee shall have to rectify the damages at his own cost and in case if the licensee does not rectify the damages within one week of occurrence, the same shall be got rectified/ replaced at the risk and cost of the licensee.
72. The following minor repair / maintenance work will have to be carried out by the licensee within the quoted rates. The record in respect of maintenance done is to be entered in the log book maintained at the site of work: -

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- a. Replacement of coupling bush/tyre type coupling nuts bolts, etc.
 - b. Replacement of gland dori as and when required at site of work.
 - c. Servicing and greasing of pump sets at least once in two months.
 - d. Replacement of burnt rewire-able fuses, HRC fuses links, conductor kits, coils relays, MCBs, etc.
 - e. Wire brushes, suction sweeper brushes, ropes, nets, suction hose pipe, etc.
 - f. Repair / Replacement of incandescent lamps/florescent tube rods, Halogen / Metal halide tubes and all plumbing jobs in the filtration plant room and the deck area, including the change rooms, lobby and security lights, i/c minor repairs/replacement of cables, choke & burnt motor, starter, pump set, main switch and other accessories & fire fighting system.
 - g. Replacement of rubber packing of foot valves as and when required.
73. Co-ordination with DVB / DISCOM or power supplying company is to be kept in case of failure/faults in supply/ fluctuation in voltage, etc.
74. No overtime shall be paid to the licensee by the department in any shape.
75. The licensee will display the chlorine contents of the swimming pool water on the notice board before every swimming session. Chlorine content should be maintained less than 1 level. PH value of pool water should be maintained between 7.5 to 8.5 level as per IS-3328 level.
76. The licensee shall quote the quantities of all the chemicals/material to be used daily for treating water in order to achieve the results as per IS: 3328-1993 and relevant codes at the time of tendering.
77. The licensee shall inspect the site of water treatment plant/swimming pool of water capacity before tendering, in order to have thorough knowledge of the plant machinery.
78. During the non-swimming hours the licensee shall have to clean the water as per IS: 3328-1993 and relevant codes with help of chemicals, suction sweeper pumps, wire brushes, nets with handles, etc.
79. The licensee will intimate the Commissioner (Sports) or his authorized representative about any major break down immediately, which needs to be carried out by the department.
80. Electrical and other tools required for preventive maintenance and repairing, etc., shall be arranged by the licensee and nothing extra shall be paid on this account.
81. Watch & ward during day and night of the pump house, plant room and swimming pool will be the responsibility of the licensee. The licensee will provide staff during night shift for watch & ward of pump house, plant room and swimming pool. Any loss due to theft/pilferage, etc., will be borne by the licensee.
82. The licensee will be responsible for running and maintenance including lowering & lifting of submersible pump set, to keep the water in the swimming pool up to the desired level.
83. All the safety precautions /devices/ equipments / fire extinguishers at the site for handling of chlorine gas and other chemicals shall have to be arranged by the licensee within the quoted rates.
84. All the material to be used at site shall have to be got approved from the Engineer in-charge.
85. Consumable items shall have to be brought at site within the quoted rates & nothing extra shall be paid on account of cartage.
86. All the chemicals, including chlorine gas, required for treating the water shall have to be arranged by the licensee within quoted rates.
87. Arrangement of diesel and lubricants for the Diesel Generating set installed in the premises for any power break down shall be made by the licensee at his own cost and nothing extra shall be payable on this account. Likewise the responsibility for maintenance of battery and allied equipment attached to D.G. set shall be the responsibility of the licensee.
88. The responsibility for upkeep of plant and machinery shall be of the licensee. He shall also be responsible for repairing and rewinding of burnt out motors for which nothing extra shall be payable.
89. The licensee shall be required to deploy the following minimum number of personnel in the operational season who shall be available during the working hours of the swimming, i.e., **from 6.00 a.m. to 9.00 p.m.** in Summers and 06.30 a.m. 08.30 p.m. in Winters. The plant operator shall be made available round the clock. If the required personnel as detailed below are not available during the shift or part thereof, the management shall deduct an amount of Rs.2000/- for each person per day. Besides, the management can itself deploy personnel as and when

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such deficiency in staff deployment is noticed and the pay of these personnel will required to be paid by the licensee which will be deducted from his monthly bills.

- 1) Electrician/D.G. Set Operator - **One** in each shift
 - 2) Plant/pump Operator - One in each shift of 8 hrs round the clock.
 - 3) Suction sweeper /helper - Two in each shift
90. The entire electrical fixtures and fittings shall be provided by the Baba Gang Nath Sports Complex, DDA at the time of award of work for the pool. Subsequent wear & tear shall be borne by the licensee and entire fixtures and fittings shall be handed over by the licensee to the Baba Gang Nath Sports Complex, DDA in good condition at the time of vacating the premises on expiry/termination of the contract.
91. The maintenance of suction sweeper machines, including providing of suction sweeper and running and maintenance and watch and ward of submersible pump set/ treatment plant of swimming pool shall be the responsibility of the licensee. For treatment of the water and chemicals required to achieve the results as per IS: 3328-1965 and other relevant clauses shall be the responsibility of the licensee. The running of plant shall be governed strictly as per the specifications under the terms and conditions. For this purpose a qualified Electrical / Mechanical Engineer / Supervisor shall have to be engaged by the licensee during the operational period of the pool. At the time of handing over the possession of the pool to the licensee by Department, a list of tools, plants and inventory shall be handed over by the department. Licensee shall be responsible for the safety and proper maintenance, wear and tear of the same. At the time of closure / termination of the contract the licensee shall have to return the inventory of the treatment plant in good condition to the department.
92. In the event of the licensee committing minor breach of any of the terms and conditions of the contract or any of the special conditions prescribed in standard terms & conditions or of any rules or regulations made by the sports complex, a fine of Rs. 2000/- will be imposed for each and every such instance, while in case of major breach the contract shall stand terminated and the security amount shall stand forfeited to DDA. The Baba Gang Nath Sports Complex, DDA shall thereafter be entitled to re-enter the premises and deal with it in any such manner as deemed fit. For major breach of the content the licensee can be debarred/blacklisted from future tendering in the Sports Wing of DDA. Major breaches would include not maintaining proper pool and change room conditions, misbehavior with users, management of the complex and DDA staff and past and present Honorary members, overcharging users for swimming, coaching, unauthorized use of the swimming pool premises intentionally damaging fittings and fixtures of the swimming pool, allowing entry of unauthorized persons, etc.
93. That the licensee shall be responsible for maintaining the water in the swimming pool as per IS-3328-1965. He shall also be responsible for proper cleanliness of scum channel to achieve the desired results.
94. The licensee shall get the water tested from approved water test house of the MCD or any other local body or authorized laboratory every month at his own cost. The test should conform to IS-3328-1965.
95. Notwithstanding the penalty prescribed in **clause 92** for minor breach of any of the terms and conditions of the contract, if the swimming pool has to be closed due to poor quality of water, a fine of Rs. 20000/- per day will be imposed for each and every such instance / default. In the event of recurrence of such fault for more than 3 times during the operation period, the contract shall be terminated and the EM/SD amount shall stand forfeited to DDA. The licensor shall thereafter be entitled to re-enter the premises and deal with it in any such manner as deemed fit, including debarring/blacklisting the defaulting licensee for future tendering in DDA Sports Complexes. The decision of Commissioner (Sports), DDA as regards to the extent to the failure on the part of agency and as regards the quantum of fine shall be final and binding upon the licensee and shall not be called in question in any court of law or forum. In such events, the Baba Gang Nath Sports Complex shall also be entitled to employ any other agency / individuals to operate the pool and the expenditure on their salary, etc., will be borne by the licensee over and above the aforementioned fine and the amount will be recovered from the security deposit.
96. That Baba Gang Nath Sports Complex, DDA shall not be responsible for the safety of persons or any material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee at any time in, on, upon or around the said premises from any causes whatsoever.
97. Licensee should quote their rates for the following work, i.e. :
a. Running, Maintenance and Operation of swimming pool Deck Area Services and Filtration Plant & DG Set, heating for heated pools (one job complete) on monthly license fee basis at Baba Gang Nath Sports Complex, DDA (Within complex premises) 6 days a week except Monday / Wednesday as per maintenance days of respective complexes and National Holidays
b. **GST** and other statutory taxes as applicable from time to time will also be payable by Licensee to DDA.
c. Period of Contract – The time period for running swimming pool shall be _____ or from the actual date of handing/ taking over of Swimming pool site to _____ of the specific calendar year and ____ and _____ for heated pools.

Keeping in consideration that for any particular pool the swimming season may not be for the entire season, i.e., from the actual date of handing/taking over of the swimming pool site to _____, as the case may be, due to various reasons such as non-timely readiness in operating pool, or carrying out repairs / renovations to the pools and as a result for any particular pool the actual swimming season may start later than the actual date of handing/taking over of the swimming pool site or end before _____. The rates quoted would be on monthly basis, irrespective of the actual period of running of individual pool and no compensation whatsoever would be payable to agencies, if pools are not operated for

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the entire swimming season or part thereof. If the licensor needs the pool for a specified period for conducting competitions, events, etc., the licensee would need to provide the same without charge.

98. The intending bidders are advised to upload only relevant documents for tender submission.
99. Any default/ breach of above mentioned terms and conditions of the NIT/ License will attract action against the licensee including the debarring/ blacklisting to participate in tender process in future in DDA Sports Wing. The licensee would be liable for debarring / blacklisting if any of the following shortcomings comes to notice even once during the license period :-
 1. Allowing more swimmers than that permitted in the license for any shift.
 2. Overcharging from users.
 3. Not maintaining proper hygiene and cleanliness of pool water, change rooms and deck area.
 4. Misbehaviour with users, management, DDA staff, past and present Honorary members.
 5. Not allowing complex management to inspect the premises.
 6. Not employing qualified employees as per NIT conditions / non-payments of minimum wages.
 7. Unauthorized use of the swimming pool premises.
 8. Allowing entry of unauthorized persons.
 9. Intentionally damaging fittings and fixtures of the swimming pool or by careless handling.
100. **The electricity charges will be paid by the licensee as per actual consumption as per the electric sub meter reading.**
101. All outstanding dues will not be adjusted against amount payable to the licensees. Licensees should pay all dues in time, or else action will be taken against licensee. Post dated cheques for licence fees should be submitted. If the cheque is dishonoured, criminal proceedings as per law would be initiated.
102. Debarred agency or individual shall not be permitted to participate in the tendering process.
103. Any individual who has been debarred is not permitted to take part in any negotiations or represent an agency even if he holds a power of attorney on the agencies behalf. Any agency engaging debarred persons is also liable to debarring.
104. Contractor should not be blacklisted / debarred by any Central/State Govt./Municipal agency. An undertaking to this effect has to be furnished on a non-judicial stamp paper of Rs.100/- and uploaded along with tender documents.
105. The licensee shall be solely liable for any penalty levied by the ESI / EPF Departments for not having paid mandatory ESI / EPF contribution. An undertaking on non-judicial stamp paper worth Rs. 100/- to this effect shall be submitted along with tender by the licensee.
106. No firm(s), enterprises, association of enterprises having same owner, partner or significant shareholder/promoter shall participate in the tendering process with the intentions of gaining undue advantage and causing adverse impact on the competition within India. The relevant provisions of the Companies Act, The Competition Act, CVC guidelines or any other guidelines issued by the government from time to time, need to be adhered and any violation will be considered as deemed illegal. Such tender bids shall be summarily rejected and action shall be initiated against the firm as deemed fit.
107. Tender will be for one swimming season only and will be non extendable.
108. In the event of force majeure, act of nature, unforeseen accident, application of any new law, any government guideline, etc, that has the effect of reducing the scope of the work or at once halting of work altogether, the DDA reserves the right to suspend or terminate the contract with immediate effect, without giving any notice. In such an event, DDA will not redeem any party or liable to pay any damages to contractor(s), its affiliates, any third party, labour, etc., for any loss due to such pre-closure, suspension or termination of the contract.
109. That in case of any directions from DDMA/Delhi Government/any other competent authority to follow any restrictive guidelines, no request for reduction in licence fee shall be entertained. **An undertaking on non-judicial stamp paper worth Rs. 100/- be uploaded by the tenderer, in this regard, at the time of submission of online tenders.**
110. **No concession in license fee would be provided if for any administrative reason the swimming pool is not handed over to the licensee at the start of the swimming season, or if the duration of the swimming season is curtailed. However, if the pool is handed over or closed in the middle of a month, pro rata license fee for the operational days of the month would need to be paid by the licensee.**
111. **The licensee can also act as a coach if he is a qualified coach, to the members visiting the premises for learning swimming.**

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112. In case the licensee decides to hold any swimming meet at his own risk & cost, he shall get the programme approved from the Commissioner (Sports) at least one month in advance. The programme shall contain the details of the event, number of participants and the days and timings of such meet.
113. Earnest money is to be deposited through separate transactions for each NIT, even though it is recalled or re-invited.
114. Further, if any agency submits a faulty or incomplete tender for the first time, 50% of the earnest money so deposited shall be forfeited. However, if the agency commits fault or submits incomplete tender again in the subsequent tenders and the Competent Authority finds that the default has been willful, negligent or malafide in its intent, the earnest money shall be forfeited absolutely without assigning any reason and the tenderer shall not be allowed to participate in future tendering in the Sports Wing of DDA. Commissioner (Sports) shall be competent authority.
115. Agencies / Firms registered with National Small Industries Corporation (NSIC) under Public Procurement Policy for Micro Small & Medium Enterprises (MSMEs) will be given exemption from EMD deposit. This exemption will be extended in the cases of goods produced and services provided by MSMEs. However, to avail such exemptions, a valid certificate of registration will be given / uploaded on E-tender Portal by agencies / firms.
116. The licensee will also pay the GST on license fee, as applicable from time to time.
117. Agency which have provided manpower for deck area services of swimming pools or plant rooms' / filtration plants of swimming pools would be eligible to bid for running the swimming pools on license fee basis.
118. Nos of swimmers in pool as per license (Respective Complexes) :-

S. No.	Complex	Number of Swimmers in main swimming pool.	Number of Swimmers in Toddler pool.
i.	SFSC	80	20
ii.	PVSC	80	20
iii.	MDCSC	30	15
iv.	CSC	80	30
v.	CWGVSC	80	-
vi.	Pratap Nagar Under HNSC	30	8
vii.	BGNSC Under VKSC	70	-
viii.	Kanti Nagar Under PDKP	30	10

119. All maternity benefits to the staff, engaged by the agency, under this contract shall be sole responsibility of the licensee.
120. Under no circumstances the contractor/agency shall pay less than the minimum wages as applicable under any Central government/GNCTD statute/law.
121. ESI, EPF, bonus and all other statutory and mandatory payments is the sole responsibility of the licensee.
122. The labour / workers shall for all purposes be employees of the agency who shall be responsible to provide all admissible/or fringe benefits to its employees and DDA shall not be responsible for any liability whatsoever in this respect.
123. All existing contracts of agencies which are debarred/blacklisted for breach of any terms and conditions of any particular contract would be immediately terminated apart from making the agency ineligible for future contracts in the Sports Wing of DDA.
124. Besides the above reserve license fee, the licensee shall pay the cost of light & power consumed at the Swimming Pool premises as per the demand of concerned authorities. A sub meter will be installed by the complex at the cost of licensee and the proportionate charges shall be paid by the licensee. In case the meter becomes defective, the licensee will report the same for replacement in writing immediately to the Secretary of the complex. In case of failure of the licensee to report the defective meter, the licensee will be charged a flat rate at two times the average daily consumption in the past month when the meter was working. In case of water being provided, a charge on actual where installation of a meter is possible will be levied separately.
125. Any person who is in government service or an employee of D.D.A. or on contract with D.D.A. should not be made a partner to the contract by the Contractor directly, or indirectly in any manner whatsoever.
126. The Contractor shall not be allowed to give its work to some other party, or sub Contractor during the tender agreement / contract period, nor change of the name of the firm shall be allowed without the prior approval of D.D.A.
127. The successful bidder will have to submit any/all documents in physical form as demanded by the DDA. However, all undertaking on stamp paper will mandatorily be submitted in physical form.

Note: The word "Licensee" appearing herein may be read as "intending licensee"

AE(Civil)/BGNSC, DDA

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

Signature of the Tenderer

Name _____

Address _____

Dated:-

Place:-

(Please affix official seal in case of Firm/Company)

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**AUTHORIZATION LETTER
(ON NON-JUDICIAL STAMP PAPER WORTH RS. 100/-)**

TO WHOMSOEVER IT MAY CONCERN

I/We, M/s _____ (Name & Address of intending tenderer) authorize M/s _____ (Name & Address of the Agency selected by DDA) to authenticate, inspect and verify the documents, of our agency / firm, submitted alongwith tender application to Delhi Development Authority from various Government / Other Agencies by the authorized agency selected by the Delhi Development Authority. I/We further authorize the agency selected by Delhi Development Authority to interact with concerned departments and do all other necessary acts and deeds that may be required for this particular work.

(Dated Signature with rubber stamp)
Name & Address of Proprietor /
Partner/Director of the Agency/
Firm/Company

Countersigned

**(Secretary, Baba Gang Nath Sports Complex)
On behalf of Delhi Development Authority**

(To be submitted with Non-Judicial Stamp Paper worth Rs. 100/- at the time of agreement)

**FORM – ‘D’
LICENSE DEED**

The agreement made on this _____ day of _____ at Delhi between the President of India (hereinafter called ‘the Licensor’) which expression shall unless the context requires a different or another meaning, include its successors and assigns through Delhi Development Authority, a body constituted under section – 3 of Delhi Development Act, 1957 (No. 61 of 1957) and Shri _____ S/O Shri _____ R/o _____ (hereinafter called ‘the Licensee’).

Whereas the Licensor is willing to grant the Licensee a license for use of swimming pool premises subject to the terms and conditions specified hereinafter.

WHEREAS the Licensee _____ for grant of a license for running of swimming pool at _____ Sports Complex is willing to get license granted to him on monthly license fee of Rs. _____.

AND WHEREAS the Licensee has represented to Licensor that the former is well equipped with and can make adequate arrangement for running of swimming pool with the previous approval of the Licensor.

NOW, THEREFORE, IT IS MUTUALLY AGREED: -

1. THAT in consideration of payment of Rs. _____ (Rupees _____ Only) as security deposit received vide receipt No. _____ dated _____ in the form of Banker’s Guarantee issued by Bank under No. _____ dated _____ in the form of **fixed** deposit certificate bearing no. _____ issued by _____ bank, being equivalent to 3 months license fee quoted by the licensee for due and proper performance of these presents and also willingness of the licensee to pay Rs. _____ (Rupees _____ only) per month for _____ the licensor grants upto the licensee and authorizes him to use the said swimming pool premises subject to the conditions hereinafter appearing **for a period of _____ (Actual date of handing/ taking over of swimming pool site) to _____ 20_____.**
2. THAT the licensee shall keep and maintain the swimming pool at _____ and the site around the swimming pool in a clean, proper and decent conditions, well equipped with _____ and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the wall, fixture or other structure of the _____ nor cause any kind of obstruction, to the user of the swimming pool at _____ in any manner whatsoever.
3. THAT the licensee shall charge such rates as may be approved by the licensor and shall exhibit the schedule of rates at a conspicuous place in the premises.
4. THAT the licensee shall maintain the swimming pool premises in a clean and hygienic conditions and shall conform to the rules, regulations or bye-laws made in this regard by the Authority concerned.
5. THAT the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of users of the facility. He shall employ sufficient number of employees and servants for rendering quick service to the persons using the swimming pool facility.
6. THAT the licensee shall place and continue to keep in the aforesaid premises all necessary equipment and shall not remove any item from the site of swimming pool premises at _____ thereof without previous approval of the licensor.
7. THAT the licensee shall not display or exhibit pictures, posters, status or other articles which are repugnant to the morale or are of indecent, immoral or other improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
8. THAT the licensee shall not display or exhibit any advertisements or placard or put up hoarding in any part of the interior or exterior other than those permitted expressly in writing by the licensor.
9. THAT the licensee shall have no right, title or interest in the premises licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
10. THAT the licensee shall not be entitled to allow any other person to use the premises or any part thereof in his stead. In the event of the death of the licensee, or the licensee becoming insolvent, or in case of partnership, dissolution thereof prior to the expiry of the period fixed hereinafter, the license shall stand terminated

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automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred remove the goods and other equipment that may be found at the licensed premises but in the case goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee, the licensor may be public auction dispose of the same.

11. THAT the licensee shall pay the cost of light, power and water consumed by him at the swimming pool premises at Baba Gang Nath Sports Complex as per the demand of the authorities concerned.
12. THAT the licensee shall also pay all license or other fee or taxes payable to the Government or Municipal or Local Bodies concerned in connection with running of swimming pool business at Baba Gang Nath Sports Complex.
13. THAT the licensee shall cater to the needs of the users and the persons connected with them and failure to cater to the needs of those persons for a continuous period of seven days shall amount to a breach of the terms of this license.
14. THAT if the licensee desired to close down the business within the period of license, he will have to serve a notice of 03 (three) months in advance, from the date he proposes to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the number of unexpired months of license period by the difference between the license fee and the highest license fee offered to it in the subsequent tender, as damages.
15. THAT notwithstanding the other rights, the licensor may in its sole discretion and on such terms as may consider reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the license.
16. That the licensee shall abide by all rules, regulation, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the swimming pool at _____ and the general welfare and comfort of _____ (_____) employees and other connected persons.
17. THAT the licensor shall not be responsible for the safety of the members of staff of the licensee or any other material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee lying at any time in, on, upon or around the said swimming pool premises at _____ Sports Complex from any cause whatsoever.
18. THAT the overall control and supervision of the swimming pool premises at Baba Gang Nath Sports Complex shall remain vested with the licensor, whose officers or authorized representatives shall have access to the all reasonable hours to the said Center or any part thereof.
19. THAT the licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this license specified herein.
20. THAT the licensor shall have a lien on all the belonging and properties of the licensee for the time being in or upon the premises of the licensor.
21. THAT on expiry of the period of the license or on determination or revocation of the license under the terms and conditions hereof, any belongings of the licensee found in said swimming pool premises at Baba Gang Nath Sports Complex shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of license or determination 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 licensee and also, after deducting cost of administration and action of those belongings, and the balance if any shall be paid over to the licensee or his legal heirs, representatives etc. as the case may be.
22. THAT the licensor shall have the right to terminate the license after giving one month notice without assigning any reasons thereof.
23. THAT in case, the said premises is destroyed or damaged by any natural calamity or riot or civil disturbances or was so as to make it unfit for use by the licensee, the license shall determined automatically.
24. That in case of dispute arising between the Licensor and the Licensee in respect of the interpretation of performance of any terms or conditions of this license, the same shall be tried to settle amicable by the parties through mediation/conciliation and in case mediation/conciliation process fails, the mater shall be referred to the sole arbitrator. The procedure for appointment of arbitrator and arbitration proceedings shall be in accordance with the provisions of the arbitration and conciliation Act-1996 and / or any statutory amendments or re-enactment thereof and the rules made thereunder for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The seat and place of arbitration proceeding / adjudication by the arbitrator shall be Delhi/ New

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Delhi. The language of arbitration proceedings/ adjudication shall be in English only. The award of the arbitrator shall be final and binding on the parties. The Courts at Delhi/ New Delhi shall have exclusive jurisdiction over all questions, disputes/differences arising under, pursuant to and/ or in connection with these presents.

25. THAT nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of over, in or upon the premises and the property of the licensor.
26. THAT the dealing of the licensee / his employee with the users of the swimming pool shall be polite and courteous and he shall not indulge in or suffer any anti social activities. The licensee shall also not indulge in any anti activity which any cause harm to the interest of the Delhi Development Authority or its employees.
27. THAT if the licensee 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 licensee will be entertained on his account.
28. THAT the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in the order to inspect and execute any structural repairs, additions or alternations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith and for the compliance of terms and conditions of any works relating to repairs/additions/alterations or other damages that may be caused during the course of installations of any fitting, fixtures etc or owing to the inspections of the premises.
29. THAT the licensee 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 any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control .The decision of the licensor in regard to the extend and quantum or compensation if any to be paid to it shall be binding upon the licensor.
30. THAT the premises allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to utilize the premises or to carry on any other trade alongwith the authorized business of the licensee during the period of his license.
31. THAT the licensee shall not keep any animal or conveyance in or outside the premises.
32. THAT in case any amount becomes due against the licensee in respect of any matter covered under this license, the same shall, on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.
33. THAT all or any of the powers vested in the licensee under these presents in respect of the grant determinations, revocations, cancellation or restorations of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the Commissioner (Sports), Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.
34. All terms & conditions, not specifically mention in the deed but stated in the NIT document's terms & conditions, will equally binding upon licensee.

IN WITNESS WHEREOF the parties to the agreement have signed this DEED on the day first above mentioned a true copy thereof signed by both the parties has been retained by the licensee.

(To be signed by the Licensor at the time of execution of agreement)

LICENSOR
(Delhi Development Authority)

LICENSEE

WITNESS

1.

2.

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B.O.Q

N.O.W.:- Maintenance of Baba Gang Nath Sports Complex, DDA.

S.H.:- R/M/O of Deck Area Services and Filtration Plant & DG Set, and heating of pool water for heated pools on monthly license fee basis for swimming pool at Baba Gang Nath Sports Complex.

S. No.	Description of item	Period	Rate	Amount
1	Running, Maintenance and Operation of Deck Area Services, Filtration Plant & DG Set (one job complete) on monthly license fee basis, at Baba Gang Nath Sports Complex, DDA Swimming Pool (Within complex premises) 6 days a week except Monday / Wednesday as per maintenance days of respective complexes and National Holidays.	5 Months (w.e.f. 01.05.2023 or actual date of handing over the site to 30.09.2023		
	Total Rs.			

Note:- GST & other statutory taxes/cess (as applicable) & Electricity Charges (As per Meter / actual consumption) in addition to Licence fee will also be paid by Licencee.

SECRETARY/BGNCS

AE(CIVIL)/BGNCS

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) Bidders registered in Contractor’s Registration Board(CRB) of DDA are required to pay the e-tendering annual charges as under (Plus GST as applicable) :

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

The other Contractors not listed with DDA will deposit Rs. 20,000/- per year in CRB to upload their tender on-line.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

- 8) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 9) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 10) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 11) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 12) From tender folder, he selects the tender to view all the details indicated.
- 13) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 14) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) **EMD is required to submitted by the bidder.** The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender (for lowest bidder only). Scanned copy of the RTGS/NEFT should be uploaded as part of the offer.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

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- 19) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: M/s N.I.C. on email cppp-nic@nic.in or 0120-4001062, 0120-4001002, 0120-4001005, 0120-6277787 or send a mail over to – support-eproc@nic.in.
