

**DELHI DEVELOPMENT AUTHORITY  
SPORTS WING: COORDN. CELL**

**E-TENDER NOTICE NO. 03 /SW(Coordn.)/DDA/2012-13**

On-line item rate tenders are invited by the undersigned on behalf of DDA (Sports Wing) for the following works. The tender shall be in two parts viz. Part-I containing 'Technical Bid' and Part-II comprising 'Financial Bid'. Only those agencies / firms /persons having undertaken three similar works during the last three years in government departments / public sector undertakings with annual turnover of minimum Rs. 20.00 lacs, in each year duly certified by a registered Chartered Accountant will be eligible to tender. **The bid not submitted in accordance with the prescribed manner will not be accounted for at all.**

SL.	<u>NIT No.</u>  Name of work	Name and Address of Sports Complex	Estimate Cost	Period of Contract	Last date and time of submission of tender	Date and time of opening of tender	Bank Detail
			Cost of Tender		Period During which unique transaction Reference of RTGS/NEFT against EMD, Cost of Tender document, E-tender processing fee and other document shall be submitted		
			Tender Processing Fee				
			Earnest Money				
1.	NIT No: - <u>13/HNSC/DDA/2012-13</u> Name of work: - Running of Deck Area Services of DDA Swimming Pools at Hari Nagar Sports Complex (within complex premises) SH :- Engagement of Firm / Agency/ person for providing manpower for running of Deck Area Services of Swimming pool for 6 days a week except Monday and National Holidays.	Hari Nagar Sports Complex	<u>Rs.1628278/-</u>  <u>Rs. 525/-</u>  <u>Rs. 915/-</u>  <u>Rs. 32566/-</u>	<u>01.04.2013</u> to <u>30.09.2013</u>	<u>11.02.2013</u> At 3:00 PM  <u>11.02.2013</u> At 3:00 PM	<u>15.02.2013</u> At 11:00 AM	Bank A/c No: - <b>0040104000200004</b>  Name of Bank: - <b>IDBI, Bank</b>  Branch Name : - <b>Rajouri Garden</b>  IFSC Code: - <b>IBKL 0000040</b>

In Part – I of the tender, i.e. Technical Bid, the tenderer shall upload details of experience i.e. copies of award letters and certificates of satisfactory completion, duly attested, of similar nature of works undertaken by them; authenticated proof showing annual turnover (supported by Balance Sheet), manpower available with them, their bio-data along with photograph, qualifications and experience in the field etc. Copies of uploaded documents should invariably be submitted to concerned DDO along with RTGS /NEFT as stated in above prescribed Colum. In case of company / firm, an attested copy of registration certificate and Article of Association is also to be furnished. In Part – II of the tender should contain the amount to be charged by the tenderer per month separately for each work.

Tender documents can be obtained / downloaded on the e-tendering portal i.e. [www.tenderwizard.com/DDA](http://www.tenderwizard.com/DDA) or [www.dda.org.in](http://www.dda.org.in) up to **11.02.2013 (last date of sale)**. Earnest money amounting to Rs. **32566/-** and cost of tender document of Rs. 525/- (Non-refundable) shall be deposited through RTGS/NEFT in the account of respective Sports Complex. 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 concern will get tender cost/ earnest money verified from their banks based on the unique transaction reference no. against each RTGS/NEFT payment before the tenders are opened.

The unique transaction reference of RTGS/NEFT against EMD, Cost of Tender and certificate of experience and other Documents shall be placed in single sealed envelope superscripted as **“Earnest money, cost of Tender and other Documents”** with name of work and due date of opening of the bid mentioned there on and will submit to tender opening Authority by prescribed Date.

The Technical Bid shall be opened in the presence of intending tenderers or their representatives on the same day at Siri Fort Sports Complex, August Kranti Marg, New Delhi – 110 049 at 3.30 PM. After assessing the technical capabilities of the tenderers, the Financial Bid shall thereafter be opened only of those who are found technically qualified. The date of opening of Financial Bid shall be intimated to the eligible tenderers by either of the modes i.e. Mail / Courier / Telephonically / E-Mail / through website.

**NOTE: - For eligibility criteria, mode of payment of tender cost, processing fee, earnest money and other details of the tender visit the website [www.tenderwizard.com/DDA](http://www.tenderwizard.com/DDA) or [www.dda.org.in](http://www.dda.org.in). For any assistance on e-tendering please contact M/s ITI Limited on 011-49424365, 8800991856, 8800991864, 8800991859, 8800991861, 8800991844, 8800991845.**

**Commissioner (Sports)  
Delhi Development Authority**

**DETAILS BELOW THIS LINE NOT TO BE PUBLISHED**

No F 14(66) SW/Coordn./DDA/2012-13/

Date: - / /201

**Copy forwarded to: -**

1. Director (Systems), DDA – through e-mail for DDA website
2. A. O. (Sports), DDA
3. Secretary (Coordn.), Sports Wing, DDA
4. The Secretary, DDA Contractor's Welfare Association, Vikas Minar, I. P. Estate, New Delhi.
5. The Secretary, Builder Associations, E-18, Vikas Kuteer, New Delhi
6. All Secretaries Sports Complexes for displaying on their Notice Boards.
7. All DDOs of Sports Wing for taking further necessary action
8. Notice Board.

**Commissioner (Sports)  
Delhi Development Authority**

**DELHI DEVELOPMENT AUTHORITY  
HARI NAGAR SPORTS COMPLEX**

**TENDER FOR ENGAGEMENT OF A FIRM / AGENCY / PERSON FOR PROVIDING  
MANPOWER FOR RUNNING OF DECK AREA SERVICES OF SWIMMING POOL AT  
HARI NAGAR SPORTS COMPLEX.**

**A. PARTICULARS OF THE TENDERER/APPLICANT**

- |   |
|---|
| <b>Affix duly<br/>attested<br/>passport size<br/>photograph of<br/>the tenderer</b> |
|---|
1. Name of Firm/Agency/ Applicant : \_\_\_\_\_
  2. Name of Father / Husband : \_\_\_\_\_  
(Auth. Signatory in case of firm/Agency)
  3. Date of Birth : \_\_\_\_\_
  4. Address with Telephone No. : (O) \_\_\_\_\_  
(R) \_\_\_\_\_
  5. PAN No. \_\_\_\_\_
  6. Provident Fund Account No. \_\_\_\_\_
  7. ESI No. \_\_\_\_\_
  8. Each paper of the tender should be signed by the tenderer with seal of the Agency/Firm
  9. No column should be left blank and the rate & amount should be written in figures as well as words in such a way that interpolation is not possible.

**B. PARTICULARS OF THE HARI NAGAR SPORTS COMPLEX**

1. Locality: \_\_\_\_\_
2. Contract Amount to be charged for one month Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ Only) (Schedule of quantity is Annexed).
3. Amount deposited on A/c. of Earnest Money of **Rs. 32566/-** . RTGS / NEFT No. \_\_\_\_\_  
dated \_\_\_\_\_ Bank \_\_\_\_\_

Dated:

Place:

Signature of the applicant on his/her  
behalf of the above named Intending  
Agency.

## **CERTIFICATE**

I/We the above named person(s) / firm apply on my behalf / on behalf of the intending Agency above named to the Delhi Development Authority, Delhi for providing manpower for running of Deck Area Services of Swimming Pool at Hari Nagar Sports Complex as described in the tender documents containing terms and conditions of the tender. I/We have read and understood the conditions of the contract and hereby accept the same on behalf of the intending agency. I/We 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. If I/We fail to deposit the amount on account of security or to fulfill any or my/our obligations made in the terms and conditions of the contract, the amount deposited by me/us as Earnest Money shall stand forfeited absolutely to Delhi Development Authority.

The Delhi Development Authority may at its discretion accept the offer made by me/us above or reject the same without assigning any reason.

Dated:

Place:

Signature of the applicant on his/her  
behalf of the above named Intending  
Agency.

**DELHI DEVELOPMENT AUTHORITY  
HARI NAGAR SPORTS COMPLEX**

**Schedule of Quantity**

**Name of Work: - M/o Hari Nagar Sports Complex.**

**Sub Head: - Engagement of Firm/Agency/Person for providing manpower for running of Deck Area Services of Swimming Pool at Hari Nagar Sports Complex.**

<b>SL</b>	<b>Description of Item</b>	<b>Period</b>	<b>Unit</b>	<b>Rate (Rs.)</b>
1.	<p><b>M/o Hari Nagar Sports Complex</b> SH:- Engagement of Firm/Agency/Person for providing following manpower for running of Deck Area Serves of Swimming Pool at Hari Nagar Sports Complex for 6 days a week except Monday and National Holiday.</p> <p>(a) Life Guards (Skilled) 1. (For Main Pool) – 4 in each shift 2. For Toddlers Pool (where available)- 1 in each shift</p> <p>b. Medical Attendant (Skilled)- 1 in each shift</p> <p>c. Attendants (Unskilled)- 2 in each shift (one lady &amp; one gents)</p> <p>d. Manager / Supervisor (Graduate and Above)- 1 in each shift/ JCO Level.</p> <p>e. Security Guard (Unskilled)- 3 in each shift of eight hours (round the clock)</p> <p>f. Safai Karmacharies (Unskilled) – 2 in each shift</p>	01.04.2013 or from the actual date of start to 30 <sup>th</sup> September 2013	Per month	

**Secretary (HNSC)**

**Manager (HNSC)**

**DELHI DEVELOPMENT AUTHORITY  
HARI NAGAR SPORTS COMPLEX**

**TENDER FOR ENGAGEMENT OF A FIRM / AGENCY / PERSON FOR PROVIDING  
MANPOWER FOR RUNNING OF DECK AREA SERVICES OF SWIMMING POOL AT  
HARI NAGAR SPORTS COMPLEX.**

**TERMS & CONDITIONS**

1. (i) Any Firm / Agency / Person, except a minor, in the business of Manpower Recruitment and registered with the Service Tax Department for the purpose, may tender for award of contract for providing manpower at Hari Nagar Sports Complex.  
  
(ii) Change in the constitution/share holding of the Agency will not be allowed under any circumstances.  
  
(iii) DDA may at its discretion, accept any tender or reject any or all the tenders, without assigning any reason.
2. Before submitting the tender, the tenderer may inspect the site and satisfy himself about its location, area and assess business prospects and it shall be presumed that the tender is being given 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.
3. Agencies / Firms / Persons should have undertaken three similar works during the last three years in Government Department's / Public Sector Undertakings.
4. Within 7 days from the date of acceptance of tender, the agency shall execute an agreement on a non-judicial stamp paper worth Rs. 50/- and shall bear all expenses in connection with execution thereof. The format of the agreement shall be obtained by the tenderer and no change of any nature shall be effected in the same.
5. The earnest money of the successful tenderer will be forfeited absolutely, if he does not fulfill any of the following conditions within 7 days of the issue of the award letter.
  - i) Execution of Agreement and completion of other formalities within specified time.
  - ii) Payment of Security deposit in advance equivalent to 10% of the tendered cost of work put to tender in the form of demand draft/call deposit receipt/FDR of any scheduled bank of RBI in favour of **"Hari Nagar Sports Complex, DDA"**. The same shall however, be refundable after 6 months from the date of handing over of the vacant possession of the site by the tenderer, clearance of all dues, subject to satisfactory and due fulfillment of the terms and conditions of Agreement during the contract period. The security so deposited shall be forfeited in the event of breach of any of the clauses as contained in the agreement.
6. The tender shall remain valid for a period of 60 days from the date of opening. If the tenderer withdraws his offer before the said period or serves any modification in the terms and conditions of the tender, which are not acceptable to Delhi Development Authority, his Earnest Money shall be forfeited absolutely. The decision of the Commissioner (Sports) in this regard shall be final and binding and shall not be questioned before any court or other forum.
7. Within 7 days from the date of acceptance of tender, the contractor shall pay security deposit in the form of Demand Draft, FDR of any nationalized bank equivalent to 10% of the tendered cost of work. 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 Development Authority and payment of dues by him, if any.

8. The tenderers / contractors hereby acknowledge, having read and understood various statutory provisions as amended upto date including but not limited to Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund and Miscellaneous Provision Act 1952 alongwith EPF Scheme, payment of Bonus Act 1965, payment of gratuity act 1972 etc and undertake to ensure compliance of all the statutory provisions of the aforesaid statutes and all other statutes for the time being in force governing the employer, employees relationship between the tenderers / contractors on the one hand and their employees on the other hand. The parties hereto have clearly understood and acknowledges that DDA shall not be liable in any manner under any circumstances for non compliance of the aforesaid statutory provisions or otherwise and the tenderers / contractors shall be exclusively responsible and liable for all the consequences for non compliance of the aforesaid statutory provisions and other relevant provisions governing the tenderers / contractors and his / their employees and there shall be no obligation of DDA and DDA shall not have any privy with the employees of the tendereres / contractors for endorsement for aforesaid statutes or otherwise.

9. **The contractor shall be required to deploy the following minimum number of personnels in the operational season who shall be available during the working hours of the swimming pool (as per description given below): -**

- |   |   |
|---|---|
| <b>a. <u>Life Guards (Big Pool-Skilled)</u></b>         |   |
| <b>For Main Pool</b>                                    | <b>4 in each shift</b>                                  |
| <b>For Toddlers pool (where available)</b>              | <b>1 in each shift</b>                                  |
| <b>b. <u>Life Guards (Small Pool- Skilled)</u></b>      |   |
| <b>For Main Pool</b>                                    | <b>3 in each shift</b>                                  |
| <b>For Toddlers Pool (where available)</b>              | <b>1 in each shift</b>                                  |
| <b>c. Medical Attendant (Skilled)</b>                   | <b>1 in each shift</b>                                  |
| <b>d. Attendants (Unskilled)</b>                        | <b>2 in each shift (one lady &amp; one gents)</b>       |
| <b>e. Manager / Supervisor<br/>(Graduate and Above)</b> | <b>1 in each shift</b>                                  |
| <b>f. Security Guard(Unskilled)</b>                     | <b>3 in each shift of eight hours (round the clock)</b> |
| <b>g. Safai Karmacharies (Unskilled)</b>                | <b>2 in each shift</b>                                  |

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. 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. The name/parentage, qualification and address of such personnel should be supplied alongwith the tender form and a list of their names and addresses shall be displayed by the contractor on their notice board of the Swimming Pool at all times. If the required personnel as detailed at above are not available during the shift or part thereof the management shall deduct an amount of `1000/- for each person per day. 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 Hari Nagar Sports Complex, which will be deducted from his monthly bills. The bio data of life guards, Photographs of individuals should also be pasted on the biodata of individual for proper authenticity.

➤ **Life Guard (Skilled):**

**Qualification:**

- (a) Possess valid life saving / swimming training certificate issued by authorized organization / Institution like NIS / YMCA / YWCA etc.

- (b) Should have experience as life guard for atleast 2 years and able to handle life saving equipments.
- (c) Should be matriculate or equivalent from any recognized University / Board.
- (d) The photographs of the life guards, duly attested by the authorized signatory of the agency, should also be pasted on the bio-data of individual for proper authenticity.

**Duty Timings: - 5.30 AM to 1.30 PM and 1.30 PM to 9.30 PM, six days a week except Monday and National Holidays.**

➤ **Medical Attendants (Skilled):**

**Qualifications:**

- (a) Possess valid certificate of having completed First Aid Course from St. John's Ambulance or any other recognized Institution / Organization authorized to grant such a certificate.
- (b) Should be higher secondary or equivalent from any recognized University / Board.
- (c) Should have worked in Dispensary run by qualified doctor or any other reputed hospital.

**Duty Timings: - 5.30 AM to 1.30 PM and 1.30 PM to 9.30 PM, six days a week except Monday and National Holidays.**

All the persons required to be deployed for running, maintenance and operation of swimming pool including Manager/ Supervisors should wear their prescribed uniforms with their name plates, except life guards who will wear their prescribed dress on duty.

**Note: - The agency should provide Identity Card having a photograph duly attested by authorized signatory of the agency to each of the life guards & medical attendants.**

10. **All latest life saving Equipment, including resuscitation aids, medical kits etc. shall be arranged by the Delhi Development Authority. Medical attendants, life guards must be fully conversant with the use of operating such equipment.**
11. The payment of the monthly contracted amount shall be made on receipt of bill duly supported by the attendance records of the personnel deployed by the Agency. The bill should be submitted by 5<sup>th</sup> of each month following the month of payment by the Agency who shall disburse the amount of monthly payment to its personnel so engaged. For that purpose, the Agency is the Master of the persons engaged on the job and Delhi Development Authority has no concern with the employee of the Agency/Contractor.
12. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Commissioner (Sports), Delhi Development Authority.
13. Although the responsibility about the character and conduct of the staff deployed by the Agency is that of the Agency alone, yet antecedents of the staff deployed by the Agency will be got verified from the Delhi Police.
14. The manpower employed by the Agency shall not have any claim for absorption in the services of the Delhi Development Authority and in no case the said Personnel shall be deemed to be employees of the Sports Complex, Delhi Development Authority and shall remain the employees of the agency for all purposes whatsoever.
15. The contractor will have to furnish a certificate alongwith each bill that payment to personnel has been made in accordance with the rates circulated by Delhi Government and as applicable during the period of claim. The agency shall disburse the monthly salary through cheque or transfer the wages directly to the employee's personal bank account by 7<sup>th</sup> of each month failing which action will be initiated by the



Complex administration against the agency as deemed fit. The certificate to this effect be given at the time of claiming the bill duly signed by the engaged labour.

16. The duration of the contract will be from 01.04.2013 or from the actual date of start of work to 30<sup>th</sup> September 2013 except swimming pool at SFSC, YSC and CWGVSC for which duration will be from 01.02.2013 or from the actual date of start of work to 30.11.2013.

17. The revised rates for using of the Swimming facilities can be as under:

	Existing	Revised
Seasonal	Rs. 1800/-	Rs. 2700/-
Monthly	Rs. 500/-	Rs. 750/-
Daily Dip	Rs. 30/-	Rs. 50/-
Guest	Rs. 120/-	Rs. 150/-

18. The revised swimming charges in respect of **heated pools / all weather Pools** (SFSC, YSC and CWGVSC) for the winter season, i.e., from 01.02.2013 to 31.03.2013 and 01.10.2013 to 30.11.2013 shall be as under:-

	Existing	Revised
Monthly (Members)	Rs. 1500/-	Rs. 1650/-
Daily Dip (Members)	Rs. 100/- (Per Hour)	Rs. 110/- (Per Hour)
Monthly (Staff Members)	Rs. 300/-	Rs. 330/-
Daily Dip (Staff Members)	Rs. 30/- (Per Hour)	Rs. 35/- Per hour)
Daily Dip (as guest of member)	Rs. 300/-	Rs. 330/-
<b>Temporary Members</b>		
Monthly (Members)	Rs. 1500/-	Rs. 1650/-
Daily Dip (Members)	100/- (Per Hour)	Rs. 110/- (Per Hour)

19. The personnel deployed by the agency shall attend duty in proper uniform, which shall be provided by the firm. The pattern and colour of the uniform provided by the Agency shall be decided by the Secretary of the complex. The agency shall ensure that the uniform provided to the personnel is kept neat and clean and properly pressed, boots duly polished and a beret cap is donned where applicable. Each personnel shall carry his nameplate, which shall be properly pinned on the shirt. Any deployed personnel if found without uniform, it shall be deemed absent without information and necessary deductions shall be made out of dues of the Agency.
20. The agency personnel shall be available at all times at their places of duty as per the roster and they shall not leave their places of duty without prior permission of the Secretary, Hari Nagar Sports Complex. The agency shall provide immediate replacement of any person who is not available for duty at the place of posting. Any additional staff, which may be required for strengthening of the work at Hari Nagar Sports Complex. shall be made available by the agency immediately. **If the required personnel as detailed above are not available during the shift or part thereof the management shall deduct an amount of Rs. 1000/- per person per day subject to maximum of 10% of the tendered cost. The Agency shall not be entitled to claim anything extra on that account.**
21. The agency shall within seven days from the date of acceptance of the tender and before actual deployment of personnel, submit structured plan for the required deployment, which shall be approved by Secretary, Hari Nagar Sports Complex.
22. The overall control and supervision of the personnel deployed by the agency for the work at Hari Nagar Sports Complex shall remain vested with the Delhi Development Authority whose officials shall from

time to time inspect the deployment and issue instructions for re-deployment/strengthening of any vulnerable area in the Hari Nagar Sports Complex premises. The agency will carry out all such instructions failing which it will be liable to a penalty of Rs. 500/- per day or part thereof subject to maximum of 10% of tendered cost. Persistent failure to implement the instructions on more than three occasions will render the contract liable to be terminated without prior notice. Decision of Commissioner (Sports) in this regard shall be final & binding. Any instructions/ Orders to the deployed personnel shall be deemed to have been issued to the Agency.

- a. The agency shall ensure that no un-authorized occupation of any kind takes place in the premises of the Hari Nagar Sports Complex.
- b. The agency cannot and shall not sub-let or assign the contract or any part thereof.
- c. The agency shall not cause or permit to be caused any damages to the Sports Complex and any loss/damage if found due to its/its deployed staff negligence, shall be born and paid by the Agency. The decision of the Commissioner (Sports) shall be final and binding and shall not be questioned before any court or other forums.
- d. The agency shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws or rules and regulations made there under and the provisions of the Delhi Shop and Establishment Act, Minimum Wages Act/Labour Laws and those of any other law made from time to time and the rules & regulations made under Delhi Development Authority's Hari Nagar Sports Complex, Delhi

23. THAT the agency shall have no right to display or exhibit any pictures, poster, statues or articles or any advertisement and material of any nature except those connected with the contract. It is expressly agreed that the decision of the Delhi Development Authority in this behalf shall be conclusive and binding on the Agency and shall not be a subject matter of dispute. Any violation of this clause shall be violation of the contract.
24. THAT the possession and the over all control of the Hari Nagar Sports Complex and supervision of the said premises shall remain vested with Delhi Development Authority, whose officers or authorized representatives shall have the right and authority to enforce these terms and conditions in all respects.
25. THAT the Delhi Development Authority shall have the right to terminate the contract after giving one month notice without assigning any reason thereof.
26. THAT the Delhi Development Authority shall have a lien on all the belongings and properties of the Agency for the time being kept in or upon the premises of the Delhi Development Authority.
27. THAT in case, the said premises are destroyed or damaged by any natural calamity or riot or civil disturbances or war so as to make it unfit for the work by the agency, the contract shall stand terminated automatically and the agency shall not claim any damage or loss of profit.
28. THAT in case any dispute arises between the Delhi Development Authority and the agency in respect of the interpretation of performance of any terms and conditions of this contract the same shall be referred to the Engineer Member of Delhi Development Authority, whose decision thereon shall be final and binding. The agency shall not object to the decision of the Engineer Member on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected there with. The Engineer Member shall be treated as Referee.
29. THAT the dealing/demeanor of the agency and its personnel with the members /visitors and staff shall be polite and courteous and he/they shall not indulge in any activities which may cause harm to the interest of the Sports Complex or its employees. The agency or its Personnel found or reported to be misbehaving, discourteous shall be liable to a penalty/fine of Rs. 500/- (Rupees Five hundred only) on each instance. Repetition of this on more than three occasions may result in cancellation of the contract. Decision of the Commissioner (Sports) in this regard shall be final and binding.
30. THAT for minor breach of any terms and conditions, a penalty / fine of Rs. 500/- shall be imposed, while in case of major breach the contract shall be terminated. The minor or major breach shall be decided by Commissioner (Sports) and his decision shall be final and binding.

31. THAT the agency would be required to sign the inventory of the fittings and fixture, equipments available at the premises at the time of entering into the contract and will ensure their protection. The agency shall be informed of any subsequent additions to inventory after the award of contract.
32. THAT the agency shall be responsible for all damages or loss of property due to the reasons for it or its servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the Delhi Development Authority except those due to normal wear and tear or such as are caused by storm, earth quake or any other natural calamities beyond his control. The decision of the Commissioner (Sports) in regard to the extent and quantum of compensation, if any to be paid to it shall be binding upon the agency. This provision shall apply to cases of negligence or inaction of the personnel deployed by the Agency.
33. THAT the agency shall not allow any other person to use the premises or any part thereof in his stead. In the event of the death of the contractor or the Agency becoming insolvent or dissolved (if it is a partnership firm) prior to the expiry of the period fixed herein before the contract shall automatically stand terminated and the legal heirs or the legal representatives of the contractor shall not be entitled to continue the contract. However, with the express approval of the Delhi Development Authority in writing such legal heirs or representatives may be permitted by the Delhi Development Authority after discharging any liability under the contract to remove the goods, belonging or assets of the agency, without causing injury to the premises, fittings or fixtures within three weeks of such demise of the contractor.
34. THAT the Delhi Development Authority shall have the right to revoke the contract in the event of breach of any of the terms and conditions of the contract or any instructions issued there under and the Delhi Development Authority shall forfeit the security deposit in part or in full at its sole discretion. The Delhi Development Authority may require the agency to make good the amount of security deposit that may have been forfeited by the Delhi Development Authority within seven days from the date of receipt of notice in writing to that effect having been served upon the agency.
35. THAT any breach of the terms and conditions of the Agreement by the Agency shall render the contract liable to cancellation. The decision of Commissioner (Sports), Delhi Development Authority in this regard shall be final and binding and shall not be called in question before any court or forum.
36. THAT the agency shall not claim any amount on account of loss of profit or damages for earlier determination of the contract.
37. Delhi Development Authority shall have no concern, liability or responsibility in respect of any dispute etc. between the Agency and the staff deployed by it.
38. THAT the agency shall be responsible to take all the necessary steps / precautions to prevent any mishap / accident causing injury / loss of life owing to any negligence on the part of the agency or its staff at the swimming pool premises, the agency shall be held responsible and liable for any or all the consequences / liability / compensation etc. arising therefrom and the Delhi Development Authority shall not be responsible / liable in any manner. **The agency shall submit an undertaking (format enclosed) on non-judicial stamp paper worth Rs. 50/- to this effect.**
39. THAT any misrepresentation or suppression of any facts on the part of the Agency shall render the contract liable for cancellation.
40. THAT the security deposit 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 Agency have been cleared and no dispute/claim is pending on the said account in any Court of law / Forum. Further the agency shall have to submit a clearance certificate from Commissioner (Sports) or any other officer so authorized by Commissioner (Sports) that no amount is outstanding against him on any account whatsoever before release of security deposit. No interest shall be payable on the amount of security deposit.

41. THAT the decision of Commissioner (Sports), Delhi Development Authority 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.
42. THAT all or any of the powers and rights exercisable by Delhi Development Authority in respect of contract shall also be exercisable by the Commissioner (Sports), Delhi Development Authority and the Agency shall not have any objection whatsoever in respect thereof.
43. THAT all or any of the powers vested in the Delhi Development Authority under these precepts in respect of the grant, determination, revocation, cancellation or restoration of this contract or recovery of any dues in respect thereof or connected therewith shall also be exercised by Commissioner (Sports), Delhi Development Authority and the Agency shall have no objection whatsoever in this respect.
44. THAT on expiry of the period of the contract or on earlier determination or revocation of the contract under the terms and conditions thereof, any belongings of the Agency 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 contract or determination or revocation of the contract as the case may be.
45. THAT on completion of the period of contract or on prior determination thereof, the agency shall peacefully remove its materials from the site. If the agency does not remove materials within a fortnight of the service of notice upon him, Delhi Development Authority shall remove the same at the cost of agency, which will be recovered from his security deposit where after the materials shall stand forfeited to the Delhi Development Authority.
46. All statutory deductions like Income Tax or any other such taxes at the rates applicable at the time of payment shall be made from the agency.
47. Debarred agency/ or individual shall not be permitted to participate in the tendering process.
48. 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.
49. The experience of agencies should be taken into account rather than individuals incorporated with the agencies which does not include proprietorship.
50. The agency shall provide additional personnel, as and when required, on the same rates, terms and conditions as mentioned in the agreement.
51. **The rates quoted should not be less than the estimated cost which is based on minimum wages of GNCTD or on the rates approved by the Competent Authority, DDA, as the case may. In case the rates quoted are less than the estimated cost then the quotation shall not be accounted for at all and action, as deemed fit, can be initiated by DDA against the agency. The agency can also be debarred from further tendering, etc., in Sports Wing of DDA.**
52. In case the rates quoted by the bidders are same, then in order to arrive at a decision, a draw of lots shall be carried out by a Committee comprising of AO (Sports), and Secretaries of all Complexes. For this purpose a list of complexes will be prepared in alphabetic order for draw of lots.
53. A maximum of four pools shall be awarded to one agency, irrespective of the size of the pool.
54. **Quoted rates should be inclusive of all taxes/levies including service tax payable under respective statutes. DDA will not entertain any claim, whatsoever, in this respect.**
55. **That the quoted rates should invariably be written both in figures and words, failing which the NIT / NIQ shall liable to be rejected.**

56. That during the contractual period, if the GNCTD rates are revised, the additional increased amount shall be payable to the agency for onward payment to the engaged labours subject to approval of Commissioner (Sports)
57. The tender submitted without required documents will not be entertained at all and summarily rejected.
58. Not more than two guests will be permitted to accompany each member (member only).
59. An undertaking shall be given by the agencies that “they will provide manpower for any DDA Swimming pool including those in green areas, if required by DDA during the swimming season 2013, failing which such agency will be debarred for further tendering for in Sports Wing”.

**Commissioner (Sports)**  
**Delhi Development Authority**

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

**Signature of Tenderer/Applicant**

**Undertaking**  
**(ON NON-JUDICIAL STAMP PAPER WORTH RS. 50/-)**

I \_\_\_\_\_ (Name of Owner / Proprietor / Partner) of \_\_\_\_\_ (Name of the firm / agency) son/ daughter of \_\_\_\_\_ (Name of father), resident of \_\_\_\_\_ having been engaged by DDA for providing manpower for running of Deck Area Services of Swimming Pool at \_\_\_\_\_ Sports Complex do hereby certify that I have supplied the following trained life guards at the above said Sports Complex. Copies of life guard certificate of each individual is enclosed.

1. \_\_\_\_\_ (Name) S/o Shri \_\_\_\_\_ (Name of father)
2. \_\_\_\_\_ (Name) S/o Shri \_\_\_\_\_
3. \_\_\_\_\_ (Name) S/o Shri \_\_\_\_\_
4. \_\_\_\_\_ (Name) S/o Shri \_\_\_\_\_
5. \_\_\_\_\_ (Name) S/o Shri \_\_\_\_\_

I also give an undertaking that the agency shall be responsible to take all the necessary steps / precautions to prevent any mishap / accident causing injury / loss of life owing to any negligence on the part of the agency or its staff at the swimming pool premises, the agency shall be held responsible and liable for any or all the consequences / liability / compensation etc. arising therefrom and the Delhi Development Authority shall not be responsible / liable in any manner.

In witness where of \_\_\_\_\_ this undertaking is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2013 at New Delhi / Delhi in the presence of the following witness.

**(EXECUTANT)**  
(Signature of the Individual  
with rubber stamp of the firm/agency)

**Witness: -**

1. \_\_\_\_\_ (Name & Address with Contact Number)
2. \_\_\_\_\_ (Name & Address with Contact Number)