

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

E-TENDER NOTICE NO. 4 /SW(Coordn.)/DDA/2012-13

On-line 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>14/HNSC/DDA/2012-13</u> R/M/O of filtration plant and DG Set of Swimming pool including toddlers pool at Hari Nagar Sports Complex, DDA on man power basis	Hari Nagar Sports Complex	<u>Rs.818925/-</u> <u>Rs. 525/-</u> <u>Rs.562/-</u> <u>Rs. 25000/-</u>	<u>01.04.2013</u> to <u>30.09.2013</u>	<u>11.02.2013</u> At 3:00 PM <hr/> <u>11.02.2013</u> At 3:00 PM	<u>15.02.2013</u> At 11:00 AM	Bank A/c No: - 0040104000200004 Name of Bank: - IDBI, Bank Branch Name : - Rajouri Garden IFSC Code: - IBKL 0000040

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 or www.dda.org.in up to **11.02.2013 (last date of sale)**. Earnest money amounting to Rs. **25000/-** 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 or 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 APPLICATION FOR THE WORK “RUNNING, MAINTENANCE & OPERATION OF FILTRATION PLANT & DG SET OF SWIMMING POOL INCLUDING TODDLERS’ POOL” ON MANPOWER BASIS AT HARI NAGAR SPORTS COMPLEX, DELHI DEVELOPMENT AUTHORITY.

1. Cost of Tender Rs. 525/- (non-refundable)
2. Name of the Tenderer
3. Date of Receipt of Tender Application.....
4. Date of issue of Tender
5. Technical bid will be opened on _____ at 3.30 PM. Financial bid shall thereafter be opened of those only who are considered & found to be technically sound. The date of opening of financial bid shall be intimated to the selected applicants either of the modes i.e. Main / Courier / Telephonically / E-Mail / through website.

Cashier (HNSC)

AAO (HNSC)

Secretary (HNSC)

CERTIFICATE

I/We the above named tenderer apply to the Delhi Development Authority, New Delhi for the work “Running, Maintenance & Operation of Filtration Plant & DG Set of Swimming Pool at **Hari Nagar Sports Complex, DDA**” for operational period i.e from 01.04.2013 to 30.09.2013 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 contractor. I/We contractor (s) will complete the agreement in the forms prescribed. I/We agree that if I/We failed to fulfill any of my/our obligations under the terms & conditions of the Agreement, the amount deposited by me/us as earnest money will stand forfeited to DDA and this shall not be challenged in any court or forum, whatsoever.

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.

Signature of the Applicant

Dated :

Place :

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 about its location, area and assess the business prospects.

TENDER APPLICATION FOR THE WORK “RUNNING, MAINTENANCE AND OPERATION OF FILTRATION PLANT & DG SET OF SWIMMING POOL” AT HARI NAGAR SPORTS COMPLEX, DELHI DEVELOPMENT AUTHORITY.

1. Name of Applicant/Company
(in block letters) _____
2. Father's/Husband Name
(in case of individual) _____
3. If firm, name of the partner
(Please attach a Photostat attested
copy of the partnership deed) _____
4. If company, No. & Date of
Certificate of in-incorporation &
the name of the Managing Director
(Please attach a Photostat attested copy
of certificate of incorporation). _____
5. Age, if individual _____
6. Full Address
a) Residential (individual and of
Mg. Partner/M.D. in case of
Firm/company & Tel. No. _____
b) Business & Tel. No. _____
7. Experience in running swimming
pools/similar nature of works
undertaken (please attach attested
photocopy of two latest
completed works) _____
8. Amount to be charged by Rs. _____ (In figures)
contractor **per month** for the Rupees _____
period _____ to _____
_____ or the date of _____ Only)
physical handing over of pool,
whichever is later.
9. Amount deposited on account of earnest money of Rs. 25000 through RTGS
/NEFT No. _____ dt. _____
bank _____.

(Signature of Applicant with Rubber Stamp)

TERMS AND CONDITIONS FOR “RUNNING, MAINTENANCE AND OPERATION OF FILTRATION PLANT & DG SET OF SWIMMING POOL” AT HARI NAGAR SPORTS COMPLEX, DELHI DEVELOPMENT AUTHORITY

1. The work shall be carried out as per CPWD General Specifications for the electrical works and also as per Indian Electricity Rules and to the entire satisfaction of the Engineer in-charge.
2. The work 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 will be looked after by the agency.
3. The contractor 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 Hari Nagar Sports Complex Administration.
4. The filtered water shall have to be maintained as per IS. 3328-1993 and other relevant codes and results to be recorded in the log books.
5. The log book and complaint register is to be maintained in proper form as agreed upon between the Hari Nagar Sports Complex Administration and the contractor. 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 alongwith monthly bills and shall remain the property of the sports complex.
6. The contractor shall have to maintain an attendance register of the staff and the same should be available at site.
7. In case of disobedience or misbehavior by the workers, the Commissioner (Sports) or his authorised representative may ask for removal of such person from site of work for which contractor shall have to act promptly.
8. All the allied accessories/measuring instruments, servicing devices etc. should be kept in working order and if any damage is done to the pumping sets, equipment and their accessories etc, installed in the pump house due to negligence of staff of the contractor, the contractor shall have to rectify the damages at his own cost and in case if the contractor does not rectify the damages within one week of occurrence the same shall be got rectified/ replaced at the risk and cost of the contractor.
9. The following minor repair / maintenance work will have to be carried out by the contractor 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: -
 - 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 pumping 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. shall have to be arranged by the contractor within the quoted rates.
 - 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.
10. Co-ordination with DVB is to be kept in case of failure/faults in supply/ fluctuation in voltage etc.
 11. No overtime shall be paid to the contractor by the department in any shape.
 12. The contractor will display the chlorine contents of the swimming pool water on the notice board before every swimming session.
 13. The agency 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.
 14. The contractor 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.
 15. During the non-swimming hours the contractor shall have to clean the water as per IS: 3328-1993 and relevant codes with help of chemical doses, suction sweeper pumps, wire brushes, nets with handles etc.
 16. The contractor will intimate the Commissioner (Sports) or his authorised representative about the major break down, well in time, which shall be carried out by the department.
 17. Electric tools required for the preventive maintenance and repairing etc. shall be arranged by the contractor and nothing extra shall be paid on this account.
 18. Watch & ward during day/night of the pump house/plant room will be the responsibility of the contractor. The contractor will provide staff during night shift for watch & ward of pump house/plant room. Any loss due to theft/pilferage etc. will be borne by the contractor.
 19. The contractor will be responsible for running and maintenance including lowering & lifting of submersible pump set also to keep the water in the swimming pool upto the desired level.
 20. 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 contractor within the quoted rates.

21. All the material to be used at site shall have to be got approved from the Engineer in-charge.
22. Consumable items shall have to be brought at site within the quoted rates & nothing extra shall be paid on a/c of cartage.
23. All the chemicals including chlorine gas required for treating the water shall have to be arranged by the contractor within quoted rates.
24. Arrangement of Diesel and lubricants for the Diesel Generating set installed in the premises for any power break down shall be made by the contractor at his own cost and nothing extra shall be payable on this account. Likewise the responsibility for maintenance of Battery and allied equipments attached to D.G. set shall be the responsibility of the contractor.
25. The responsibility for upkeep of plant and machinery shall be of the contractor. He shall also be responsible for repairing and rewinding of burnt out motors for which nothing extra shall be payable.
26. 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 i.e. from 6.00 a.m. to 9.00 p.m. The plant operator shall be made available round the clock. If the required personnels as detailed below are not available during the shift or part thereof, the management shall deduct an amount of Rs.1000/- for each person per day. Besides, the management can itself deploy personnels as and when such deficiency in staff deployment is noticed and the pay of these personnels will required to be paid by the contractor which will be deducted from his monthly bills.
 - 1) Electrician/D.G. Set Operator - One per day
 - 2) Plant Operator - One in each shift of 8 hrs.
 - 3) Suction sweeper /helper –4Nos. - Two in each shift
27. The entire electric fixture and fittings shall be provided by the Hari Nagar Sports Complex at the time of award of work for the pool. Subsequent wear & tear shall be borne by the contractor and entire fixtures and fittings shall have to be handed over by the contractor to the Hari Nagar Sports Complex in good condition at the time of vacating the premises on expiry/termination of the contract.
28. **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 capacity 20000 gallons/hours shall be the responsibility of the contractor. For treatment of the water and chemicals required to achieve the results as per IS : 3328-1993 and other relevant clauses shall be the responsibility of the contractor. 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 contractor during the operational period of the pool. At the time of handing over the possession of the pool to the contractor by Department, a list of tools, plants and inventory shall be handed over by the department. Contractor 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 contractor shall have to return the inventory of the treatment plant in good condition to the department.

29. In the event of the contractor 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. 1000/- can 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 Hari Nagar Sports Complex shall thereafter be entitled to re-enter the premises and deal with it in any such manner as deemed fit.
30. That the contractor shall be responsible for maintaining the water in the swimming pool as per IS-3328-1993. He shall also be responsible for proper cleanliness of scum channel to achieve the desired results.
31. The agency shall get the water tested from approved water test house of the MCD or any other local body every month at his own cost. The test should conform to IS-3328-1993.
32. If the swimming pool has to be closed due to poor quality of water owing to failure of contractor to maintain the required standard of water a recovery of double the amount (to be calculated on daily basis) shall be deducted from the bills of the agency. This amount will be calculated on the average receipts of the previous month including fees collected from seasonal/monthly pass holders. 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 the defaulting agency for future tendering in DDA Sports Complexes. The decision of Commissioner (Sports) as regards to the extent to the failure on the part of agency and as regard to the quantum of recovery shall be final and binding upon the agency and shall not be called in question in any court of law or forum. In such events, the Hari Nagar 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 contractor over and above the aforementioned recovery and the amount will be recovered from the monthly bill payable to the contractor.
33. Name of Director / Proprietorship Firm etc. needs to be authenticated and should be brought out clearly in the tender document/press notification. It will be mandatory to give the name of Directors / Partnership Firm etc. in the tender documents with proper signatures and officials seal. The same person/authorized person will only be allowed to attend the negotiations.
34. The contractor would submit fortnightly labour reports to the Commissioner (Sports), DDA or the officer so authorised 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 contractor.

35. That the Hari Nagar Sports Complex, DDA shall not be responsible for the safety of persons or any material or articles belonging to the contractor and also shall not be liable for any damage or injury to the property of the contractor at any time in, on, upon or around the said premises from any causes whatsoever.
36. The chemical required will also includes the supply of sufficient quantity of chlorine gas as and when required to make the quality of water as per IS-3328-1993.
37. Agency should quote their rates for the following work, i.e.
- (i) Running, Maintenance and Operation of Filtration Plant & D. G. Set of DDA Swimming pools at Hari Nagar Sports Complex.
 - (ii) Period of Contract 01.04.2013 to 30.09.2013 or the actual date of handing over of pool site whichever is later to 01.04.2013.
 - (iii) The quoted rates should be inclusive of all taxes / levies / charges / fees etc. DDA would not pay any tax / levy / charges / fees, whatsoever.

Keeping in consideration that for any particular pool the swimming season may not be for the entire season i.e. from 01.04.2013 to 30.09.2013 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 01.04.2013 or end before 30.09.2013. The rates quoted would be on daily 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 the entire swimming season or part thereof.

38. 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 5th 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.
39. 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.
40. 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.
41. 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.
42. 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 7th 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.

43. 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.**
44. 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.
45. 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.
- The agency shall ensure that no un-authorized occupation of any kind takes place in the premises of the Hari Nagar Sports Complex.
 - The agency cannot and shall not sub-let or assign the contract or any part thereof.
 - 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.
 - 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
46. THAT the Delhi Development Authority shall have the right to terminate the contract after giving one month notice without assigning any reason thereof.
47. 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.
48. 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.
49. 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.

50. 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.
56. 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.
57. THAT the agency shall not claim any amount on account of loss of profit or damages for earlier determination of the contract.

58. 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.
59. 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.**
60. THAT any misrepresentation or suppression of any facts on the part of the Agency shall render the contract liable for cancellation.
61. 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.
62. 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.
63. 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.
64. 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.
65. 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.
66. 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.
67. 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.
68. Debarred agency/ or individual shall not be permitted to participate in the tendering process.

69. 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.
70. The experience of agencies should be taken into account rather than individuals incorporated with the agencies which does not include proprietorship.
71. The agency shall provide additional personnel, as and when required, on the same rates, terms and conditions as mentioned in the agreement.
72. **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.**
73. 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.
74. A maximum of four pools shall be awarded to one agency, irrespective of the size of the pool.
75. **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.**
76. **That the quoted rates should invariably be written both in figures and words, failing which the NIT / NIQ shall liable to be rejected.**
77. **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)**
78. The tender submitted without required documents will not be entertained at all and summarily rejected.
79. Not more than two guests will be permitted to accompany each member (member only).
80. 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.

Commissioner (Sports)
Delhi Development Authority

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

Signature of the Tenderer with Rubber Stamp

Name _____

Address _____

Date: -

Place: -

**SCHEDULE OF QUANTITY FOR RUNNING MAINTENANCE &
OPERATION OF PLANT ROOM, DG SET OF SWIMMING POOL AT HARI
NAGAR SPORTS COMPLEX, DDA**

S. No.	Description of Items	Period	Rate	Amount
1.	Running, Operation and maintenance of Filtration Plant of capacity <u>20000</u> gallons/hr (both filters) for treating the water of swimming pool with doses of chemicals required as to achieve the results as per IS-3328-1993 & their relevant codes. The above chemical will also includes the supply of sufficient quantity of chlorine gas as and when required to make the quality of water as per above standard.	183 Days (<u>01.04.2013</u> to <u>30.09.2013</u>)		

J. E. (Elect.)/HNSC

Secretary (HNSC)