

**DELHI DEVELOPMENT AUTHORITY**  
**BHALSWA GOLF COURSE**  
**NEAR BHALSWA LAKE, OUTER RING ROAD**  
**DELHI-110042**

**e-TENDER NOTICE NO. 12/BGC/DDA/2013-14**

On-line tenders are invited by the undersigned on behalf of Delhi Development Authority (Sports Wing) for the work: - Running of Snack bar at Bhalswa Golf Course, DDA on monthly licence fee basis for a period of one year (twelve months). **The tender shall be in two parts viz 'Part -I' containing Technical Bid and 'Part – II' comprising 'Financial Bid'.** Only those agencies having a minimum of two years' experience in the field of running of Snack bar and **having a turnover of Rs. 4.00 lacs in each of the last two financial years from same type of business duly certified by the Chartered Accountant, are entitled to submit the tenders. The bid not submitted in accordance with the prescribed manner will not be accounted for at all.**

In Part-I of the tender, i.e. Technical Bid, the tenderer shall give details of experience in the field along with attested copies of award letters, proof of their annual turnover (supported by Balance Sheet), man-power available with them, their qualification and experience in the field. In case of Company / Firm, a copy of Registration Certificate and Article of Association may also be furnished. Part-II of the tender shall contain financial bid indicating monthly licence fee offered by the tenderer. A proof in this regard is necessary to be enclosed with tender otherwise the tender shall not be entertained.

Earnest Money and Cost of Tender shall be deposited through RTGS/NEFT in the account of **"Bhalswa Golf Course, DDA"** having account No. **154201000020239** with **Indian Overseas Bank** and Prashant Vihar Branch (**IFSC Code-IOBA0001542**). The unique transaction reference of RTGS/NEFT shall have to be uploaded by tenderer in the e-Tendering system by the prescribed date and the unique transaction reference of RTGS / NEFT against EMD, Cost of Tender documents shall be placed in single sealed envelope superscripted as **"Earnest Money, Cost of Tender Documents"** with name of work and due date of opening of the bid mentioned there on and will submit to tender opening authority the prescribe date.

- (i) **Cost of Tender Document: Rs.525/-** (to be deposited through RTGS/NEFT in the account of **"Bhalswa Golf Course, DDA"** as mentioned above.
- (ii) **e-Tender Processing Fee – Rs. 562/-** (to be deposited through E-Mode of M/s ITI Limited). In favour of M/s ITI Limited payable at Delhi.
- (iii) **Earnest money of Rs. 5,000/-** (to be deposited through RTGS/NEFT in the account of **"Bhalswa Golf Course, DDA"** as mentioned above.

The manner of submission of tender, opening of the same shall be only through e-tendering mode.

Sl. No	NIT No.  Name of work	Name and Address of Sports Complex	Cost of Tender	Period Contract	Last date and time of submission of tender	Date and time of Opening of tender	Bank Detail
			Tender Processing Fee		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		
			Earnest Money				
1.	<b><u>e-NIT No. 12 F3(75)BGC/DDA/2009</u></b>  <b><u>NOW:- Running of Snack bar at Bhalswa Golf Course, DDA on monthly license fee basis.</u></b>	<b><u>Bhalswa Golf Course, DDA Near Bhalswa Lake, Outer Ring Road Delhi-110042</u></b>	<b>Rs.525/-</b>  <b>Rs.562/-</b>  <b>Rs.5,000/-</b>	<b>One year (Twelve Months)</b>	<b><u>05.07.2013</u></b>  <b>At 3:00 PM</b>  <b><u>06.07.2013</u></b>  <b>At 3:00 PM</b>	<b><u>08.07.2013</u></b>  <b>At 3:30 PM</b>	<b><u>Bank A/c No:- 154201000020239</u></b>  <b><u>Name of Bank Indian Overseas Bank</u></b>  <b><u>Branch Name Prashant Vihar</u></b>  <b><u>IFSC Code:- IOBA0001542</u></b>

Earnest money and cost of tender have to be deposited through separate transactions.

1. Cost of Tender Document as mentioned against each work to be deposited through RTGS/NEFT in the account of **Bhalswa Golf Course, DDA** having S.B. Account No. **154201000020239** with **Indian Overseas Bank, Prashant Vihar** Branch ( IFSC Code **IOBA0001542**)
2. E-tendering processing Fee as mentioned against each work to be deposited through E-Mode to ITI Limited in favour of "M/S ITI Limited" payable at Delhi.

The unique transaction reference of RTGS/NEFT against EMD, Cost of Tender Document and Bank Guarantee shall be placed in single sealed envelope superscripted as Earnest Money, Cost of Tender Documents (1<sup>st</sup> envelope) with name of work and due date of opening of the bid mentioned thereon will submit to tender opening Authority . Copy of Enlistment Order and Certificate of work experience as required shall be scanned and uploaded to the e-tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Eligibility Documents" (2<sup>nd</sup> envelope).

Both the envelopes shall be placed in another envelope with due mention of Name of work, Date & time of opening of tenders and to be submitted in the office of Accounts Branch, BGC by prescribe Date. The e-tender will be opened at Siri Fort Sports Complex, August Kranti Marg, New Delhi.

Online tender documents submitted by tending bidders shall be opened only of those bidders whose UTR of RTGS/NIFT against Earnest Money Deposit, Cost of Tender Document, e-tendering fee and other documents placed in the envelope are found in order.

The bidder will use one UTR for one work only. In case it is found that he has used one UTR Number of different, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.

List of Documents to be scanned and uploaded within the period of tender submission:-

1. UTR of RTGS/NEFT against EMD, Cost of tender documents and Bank Guarantee.
2. Enlistment Order of the Contractor.
3. Certificate of Work Experience (if required).
4. Certificate of Registration for Sales Tax / ESI / VAT and Service Tax and acknowledgement of upto date filed return if required.
5. Electronic transfer to "ITI Ltd towards cost of tender processing fee.

Commissioner (Sports)  
Delhi Development Authority

No.F3 (75)BGC/ DDA/ 2009/  
2013

Date: - . . .

**Copy to:-**

1. Director(System)-through E-mail
2. Commissioner(Sports), DDA
3. AO(Sports)/S.F.S.C. / DDA
4. All Secretaries of the DDA Sports Complexes i/c Secretary(Coordn.).
5. The Secretary, DDA Contractor's Association, Vikas Kutir, New Delhi.
6. The Secretary, DDA Contractor's Welfare Association, E-18, Vikas Kutir, New Delhi.
7. The General Secretary, Delhi Contractor's Welfare Association(Regd.) 306, Masjid Moth, N.D.S.E. Part-II, New Delhi-110 049.
8. AAO/BGC , DDA
9. Manager / BGC
10. Notice Board

## **DELHI DEVELOPMENT AUTHORITY**

### **BHALSWA GOLF COURSE**

#### **GENERAL TERMS & CONDITIONS FOR GRANT OF LICENCE FOR RUNNING A SNACK BAR AT DELHI DEVELOPMENT AUTHORITY, BHALSWA GOLF COURSE**

1.
  - i) Any person, except a minor may quote for grant of the licence for running of a Snack bar at **Delhi Development Authority**, Bhalswa Golf Course.
  - b) Change in the constitution/share holding of the licensees will not be allowed under any circumstances.
  - c) DDA, may in its discretion, accept any quotation / tenders or reject any or all the tenders without assigning any reason.
2. Before giving 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 on, as is where is basis. No claim shall lie and entertained on account of any deficiency in the location, area and lack of business on that account.
3. The tender shall remain valid for a period of 60 days from the date of opening of Financial Bid. If the tenderer withdraws his offer before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to **Delhi Development Authority**, his entire earnest money shall be forfeited. The decision of Commissioner (Sports) in this regard shall be final and binding and shall not be questioned before any court or other forum.
4. The tenderer shall have to enclose along with tender, earnest money amounting to Rs. 5,000/- in the shape of Demand Draft/ Call Deposit receipt of any schedule bank of RBI in favour of "**DDA, Bhalswa Golf Course**". Tenders not accompanied with the earnest money shall be summarily rejected.
5. Within 7 days from the date of acceptance of tender, the licensee shall execute an agreement on stamp paper of the requisite value and shall bear all expenses in connection with execution thereof.
6. The successful tenderer shall deposit the payment of licence fee + service tax for one month in advance.
7. The successful tenderer shall deposit the security deposit equivalent to three months Licence Fee + service tax in the form of Demand Draft/Call Deposit Receipt of any scheduled bank of RBI in favour of "**DDA, Bhalswa Golf Course**". The same shall be

refundable after 3 months of the date of handing over of the vacant possession of the site and subject to satisfactory and due fulfillment of the conditions of Agreement during the licence period. The security so deposited shall however be forfeited in the event or breach of any of the clauses as contained in the agreement.

8. The licensee shall have to pay to the licensor, the monthly licence fee + service tax thereon in advance by the 10<sup>th</sup> of each month. In addition water and electricity charges will be paid by the licensee as per reading of the respective meter installed at the licensed premises or as per demand of the licensor based on average consumption in case meter is not installed. In the event of licence fee, water and electricity charges not being paid by the licensee in the time the licensee shall be liable to pay interest @ 18% p.a. on the remaining amount unpaid. The interest shall be computable on fortnightly basis and default of a single day shall be treated as half month. In addition the licence shall also be liable to be cancelled and security deposit shall stand forfeited without any notice and on such cancellation of the licence, the licensee shall quit immediately and the licensor shall be entitled to re-allot the premises.
9. The duration of the licence will be 12 months from the date of grant of licence and the same shall be extendable at the sole discretion of the **Delhi Development Authority** on such revised terms and conditions as may be agreed to between both the licensor and the licensee.
10. The entire equipment, material etc. for running Snack bar shall be arranged by the licensee at his cost and expenses and he shall be responsible for its maintenance and safe custody. The licensee will also be responsible for the proper cleaning, upkeep and maintenance of the Snack bar premises, furniture, fixtures and other items provided by the complex.
11. The licensee shall have to make his own arrangement at his own cost, to provide equipment/staff/manpower i.e. refrigerators, helpers etc. required for running of the Snack bar within the licensed premises.
12. THAT the overall control and supervision and possession of the licensed premises shall remain vested with the licensor or the Secretary, Delhi Development Authority or his authorized representative who shall have free access to inspect the said premises in order to check its bona-fide and maintenance etc.
13. The licensee shall not use the licensed premises for any purpose other than for which it has been licensed.
14. The licensee shall not permit or cause to be permitted any unauthorized person use the licensed premises or any part thereof.
15. The licensee shall not induct any other person in the licensed premises and shall not allow the same or any part thereof to be used by any other person.
16. The licensee shall not cause or permit to be caused any damage to the licensed premises. Under no circumstances the licensee shall make any temporary or permanent additions or alterations etc. in the licensed premises without the written permission of the licensor. The licensee shall not be entitled to sub-let the Snack bar or any part thereof.

17. The licensee shall abide by all rules regulations and bye-laws etc. of Municipal Corporation of Delhi, and all other concerned authorities , in the matter of running the business, keeping the licensed premises in proper condition and also in accordance with the special conditions and the Rules & Regulations made by Delhi Development Authority's **Bhalswa Golf Course**.
18. The licensee shall pay all such taxes, fees etc. as may be required /levied by any authority.
19. The licensee shall maintain the premises/Snack bar neat, clean and condition and shall abide by the timings and other stipulations laid down by the management from time to time.
20. THAT the licensee shall not display or exhibit pictures, posters, statues or any other articles, which are repugnant to the morals or of indecent, immoral or of the improper character. The decision of the licensor in this regard shall be conclusive and binding on the license and shall not be subject matter of dispute.
21. The licensee shall not display or exhibit any advertisement etc. on any interior or exterior part of the licensed premises.
22. The licensee shall have no right title or interest in the licensed premises and legal possession of the Snack bar shall always continue to vest in the licensor. The licensee will quit the site peacefully after the expiry of the license or its earlier cancellation, if any.
23. 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 use by the licensee, the license shall stand terminated automatically.
24. That the dealings of the licensee, his employees with the members/visitors/guests and employees of the Delhi Development Authority, **Bhalswa Golf Course** shall be polite and courteous and he shall not indulge in any anti-social activities, which may cause harm to the interest of the Sports Complex or its employees. Licensee found or reported to be misbehaving or being discourteous or over charging shall be fined a sum of Rs. 500/- (Rupees Five Hundred Only) on each instance. Repetition of this on more than three occasions may result in cancellation of the license. Decision of the Commissioner (Sports) in this regard shall be final and binding.
25. THAT the licensee would be required to sign the inventory of the fittings and fixtures installed at the premises at the time of occupation and will be required to hand over the charge of the same without causing any damage at the time of vacating it, normal wear and tear excepted.
26. THAT the licensee shall be responsible for all damages on loss of property due to the reasons for which he or his servants are responsible and shall be liable to make good to Delhi Development Authority loss or damage that may be caused by the licensee on his behalf except those due to normal wear and tear or such damage caused by storm/earth quake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.

27. THAT the premises shall not be used for residential purposes or for a purpose other than that for which it is allowed. The licensee shall not be permitted to use the premises for any other trade other than the authorized one during the period of the license.
28. THAT all or any amounts, fees, charges or other money payable by or due against the licensee shall, if not paid within the stipulated period be recoverable as arrears of land revenue.
29. In the event of the death of the licensee or the licensee becoming insolvent or in case of partnership, or its dissolution prior to the expiry of the period fixed herein, the license shall automatically stand terminated and the legal heirs or the legal representatives of the licensee shall not be entitled to use the premises. However, with the prior approval of the licensor in writing such legal heirs or representatives may be permitted by the licensor, after discharge of any liability under the licence, to remove the goods, belongings or assets of the licensee without causing any damage or injury to the licensed premises, fitting or fixtures, within four weeks of such demise of the licensee.
30. In the event of the licensee committing minor breach of any of the terms and conditions of the license or any of the special conditions prescribed in Annexure 'A' or of any rules or regulations made by Delhi Development Authority, a fine of Rs. 500/- (Rupees Five Hundred Only) can be imposed, while in case of major breach the license shall stand terminated and the security amount shall stand forfeited to Delhi Development Authority. The licensor shall thereafter, be entitled to re-enter the licensed premises and deal with it in any such manner as deemed fit. 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.
31. THAT the Snack bar shall remain closed once in a week as per weekly holidays declared by the complex Administration. The pro-shop shall also remain closed on the National Holidays of National importance such as 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October or as may be declared closed by the Central/State Govt.
32. THAT on completion of the period of contract or on prior determination thereof the tenderer shall peacefully remove his materials from sites. If the tenderer 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 licensee. Where after the materials shall stand forfeited to Delhi Development Authority.
33. THAT the licensee shall not claim any amount on account of loss of profit or damages for earlier determination of the license.
34. THAT no liability against Delhi Development Authority shall be created in respect of any disputes that might arise between the licensee and his employee/workers and any other person in respect to the liabilities of the licensee.
35. THAT the licensee shall be responsible to take all the necessary steps/precautions to prevent any mis-hap/accident/loss of life etc. however, on such occurrence due to any negligence on the part of the licensee or his staff, the licensee shall be held responsible and liable for any or all the consequences/liability arising there from and the Delhi Development Authority shall not be responsible for the same in any manner whatsoever.
36. THAT any misrepresentation or suppression of any materials facts shall render the licensee liable for cancellation.

37. THAT the licensee would be responsible to ensure that the provisions as laid down in the minimum wages Act and any other Act or rule as may be in force from time to time are strictly and properly adhered to and Delhi Development Authority will not be responsible for any such act or deed remaining unfulfilled on the part of the said licensee.
38. THAT the security deposit made by the licensee shall be released on the licensee 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) or any other officer so authorized by Commissioner (Sports) that no amount is outstanding against him or any account whatsoever before release of security deposit. No interest shall be payable on the amount of security deposit.
39. 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 questions in any proceedings before any court or forum.
40. THAT all or any of the power and rights exercised by Delhi Development Authority in respect of license deed shall be exercised by the Commissioner (Sports), Delhi Development Authority or such other officers as may be designated and the licensee shall not have any objection whatsoever in respect thereof.
41. THAT the licensor shall not be responsible for the safety of men 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 or, upon or around the said premises from any cause whatsoever.
42. THAT on expiry of the period of the license or an earlier determination or revocation of the license under the terms and conditions hereof, any belongings of the licensee found on the premises shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of license or determination or renovation of the contract as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, amount due to the licensor from the licensee and also, after deducting cost of administration and auction/sale of those belongings, the balance, if any, shall be paid over to the licensee or his legal heirs, representative etc. as the case may be.
43. THAT if, the licensee allows credit, he will do so at his own risk and the licensor will take no objection whatsoever in this regard and no request or claim from the licensee shall be entertained on this account.
44. THAT the premises shall be open to inspection by the representative and authorized staff of the licensor and also to execution of any structural repair, additions or alterations at site, checking of water and sanitary conditions or renovations which may be found necessary from time to time by the licensor and for the purpose, connected therewith. The licensee, shall make premises available for that purpose without raising any objection whatsoever.
45. 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 also be exercised by Commissioner

(Sports), Delhi Development Authority and the licensee shall have no objection whatsoever in this respect.

46. THAT in case of breach of any conditions as referred to above, or in case any charges, tax or any other amount 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, whatsoever, besides recovery of the loss caused to Delhi Development Authority.
47. The employee at the Snack bar shall be physically fit and free any contagious infection and any other diseases. They will be medically examined every 6 months at licensees cost and will be given prophylactic treatment as required. Any employee found unfit will be replaced by the licensee immediately.
48. The license will adhere to safety precautions and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
49. The licensee shall maintain a compliant/suggestion book for use of members. The book will be proceed on demand by members. This book will be put up for inspection to the Secretary once a week for his personal on a day to be notified by the Secretary.
50. Based on above terms and conditions the successful licensee shall be required to sign an agreement on non-judicial stamp paper worth Rs. 50/-. The quoted documents form part of the agreement along with licensee deed.
51. The word appearing herein "licensee" may be read as "Intending Licensee".
52. Debarred agency or individual shall not be permitted to participate in the tendering process.
53. 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.
54. The experience of agencies shall be taken into account rather than individuals incorporate with the agencies which does not include proprietorship.

Commissioner (Sports)  
Delhi Development Authority

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

Signature of Licensee Applicant