

DELHI DEVELOPMENT AUTHORITY
VASANT KUNJ SPORTS COMPLEX
VASANT KUNJ, NEW DELHI

No. : F-2(106)VKSC/DDA/08-09/Sports/Pt-1/1431

Dated : 08/05/2013

NOTICE INVITING QUOTATION NO. - 8

The Delhi Development Authority invites quotations from Authorized Agency having executed three (3) similar types of works within last two years in Govt./PSU for the works, mentioned herein below. The quotations should reach the office of the Secretary of Vasant Kunj Sports Complex by 3.00 P.M on **17/05/2013**. The sealed quotations shall be opened on the same day at 3.30 P. M. in the office of the Secretary of the complex. The quotationers or their authorized representatives may be present at the time of the opening of the sealed quotations.

Reserve Licence Fee: - Rs. 14520.00

Earnest Money: Rs. NA

Name of work : Vasant Kunj Sports Complex, DDA.
S. H. : Running and Maintenance of Snack Bar at Swimming Pool of VKSC for 12 Months on monthly Licence Fee Basis.

Sl. No.	Description	Qty	Unit	Rate	Amount
1	Running and operation of Snack Bar to sell Healthy eatable and drinks at Swimming Pool, Vasant Kunj Sports Complex, DDA.	12 Months	Per month		

TERMS AND CONDITIONS:

1.
 - i) Any person, except a minor may quote for grant of the licence for running a Snack Bar at Delhi Deelopment Authority, Vasant Kunj Sports Complex.
 - ii) Change in the constitutions/ share holding of the licensees will not be allowed under any circumstances.
 - iii) Delhi Development Authority, may in its discretion, accepts any quotation or rejects any or all the quotations/tenders, without assigning any reason.
2. Before giving the quotation, the quotationer may inspect the site and satisfy himself about its location, area and assess business prospects and it shall be presumed that the quotation 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 quotation shall remain valid for a period of 60 days from the date of opening
4. Within 7 days from the date of acceptance of quotations/tenders, the licensee shall execute an agreement on stamp paper of the requisite value and shall bear all expenses in connection with execution thereof.
5. The successful quotationers / tenderer shall deposit the payment of licence fee for one month in advance.
7. Security deposit equivalent to three months Licence Fee in the form of Demand Draft/ Call Deposit Receipt of any scheduled bank of RBI in favour of "DDA Vasant Kunj Sports Complex". 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 of 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 in advance by the 10th of each month. In addition water and electricity charges will be regularly payable 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 time the licensee shall be liable to pay interest @ 18 % per annum on the amount remaining unpaid. The interest shall be computable on fortnightly basis and the default of a single day shall be treated as a 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. Within 7 days from the date of acceptance of quotations/tenders, the licensee shall pay security deposit in the form of Demand Draft. FDR of any Nationalized Bank equivalent to 3 months license fee. Such security deposit shall be interest free 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 if any by him.*
- 10. The duration of 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.*
- 11. The entire equipment material etc. for running a 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, unkeep and maintenance of the Snack Bar premises, furniture, fixtures and other items provided by the complex.*
- 12. The licensee shall have to make his own arrangements 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.*
- 13. 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 authorised representative who shall have free access to inspect the said premises in order to check its bonafide use and maintenance etc.*
- 14. The licensee shall not use the licensed premises for any purpose other than, for which it has been licensed.*
- 15. The licensee shall not permit or cause to be permitted any unauthorized person use the licensed premises or any part thereof.*
- 16. 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.*
- 17. 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.*
- 18. The licensee shall abide by all rules regulation 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 and Regulations made by Delhi Development Authority's Vasant Kunj Sports Complex.*
- 19. The licensee shall pay all such taxes, fees etc. as may be required/levied by any authority.*
- 20. The licensee shall maintain the premises/Snack Bar neat and clean and condition shall abide by the timings and other stipulations laid down by the management from time to time.*
- 21. THAT the licensee shall not display or exhibit pictures, posters, statue or any other articles which are repugnant to the morals or are of indecent, immoral or of the other improper character. The decision of the licensor in this regard shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.*
- 22. The licensee shall not display or exhibit any advertisement etc. on any interior or exterior part of the licensed premises.*
- 23. 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.*
- 24. THAT in case, the said premises are destroyed or damaged by any natural calamity or riot or civil disturbance or war, so as to make it unfit for the use by the licensee, the license shall stand terminated automatically.*
- 25. THAT the dealings of the licensee, his employees with the members/visitors/guests and employee of the Delhi Development Authority, Vasant Kunj Sports Complex 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 occasion may result in cancellation of the licence. Decision of the Director (Sports) in this regard shall be final and binding.*

26. *THAT the licensee would be required to sign an inventory of the fittings and fixture installed at the premises at the time of his 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.*
27. *THAT the licensee shall be responsible for all damages or loss of property due to 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 or on his behalf except those due to normal wear and tear or such damage caused by storm/earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any to be paid to it shall be binding upon the licensee.*
28. *THAT the premises shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to use the premises for any other trade other than the authorized one during the period of the license.*
29. *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.*
30. *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, fittings or fixtures, within four weeks of such demise of the licensee.*
31. *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 Director (Sports) Delhi Development Authority in this regard shall be final and binding and shall not be called in question before any court or forum.*
32. *THAT the Snack Bar shall remain closed once in a week as per weekly holidays declared by the complex administration. The Snack Bar shall also remain closed on the National holidays of National importance such as 26th January, 15th August and 2nd October or as may be declared closed by the Central/State Government.*
33. *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 the material within a fortnight of the service of notice upon him Delhi Development Authority, shall remove the same at the cost of licensee. Whereafter the materials shall stand forfeited to Delhi Development Authority.*
34. *THAT the licensee shall not claim any amount on account of loss of profit or damages for earlier determination of the license.*
35. *THAT no liability against Delhi Development Authority shall be created in respect of any disputes that might arise between the licensee and his employees/workers and any other person in respect to the liabilities of the licensee.*
36. *THAT the licensee shall be responsible to take all the necessary steps/precautions to prevent any mishappening/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 consequence/liability arising there from and the Delhi Development Authority shall not be responsible for the same in any manner whatsoever.*
37. *THAT any misrepresentation or suppression of any other materials, facts shall render the licence liable for cancellation.*
38. *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.*
39. *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 Director (Sports) or any other officer so authorised by Director (Sports)*

that no amount is outstanding against him on any account whatsoever before release of security deposit. No interest shall be payable on account of security deposit.

40. *THAT the decision of Director (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.*
41. *THAT all or any of the powers and rights exercisable by Delhi Development Authority in respect of licence deed shall be exercisable by the Director (Sports), Delhi Development Authority or such other officers as may be designated and the licensee shall not have any objection whatsoever in respect thereof.*
42. *THAT the licensor shall not be responsible for the safety of men or any other materials 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.*
43. *THAT on expiry of the period of the licence or on earlier determination or revocation of the licence under the terms and conditions here of any belongings of the licence found on the premises shall liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of licence or determination or revocation of the contract as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the licensor from the licensee and also, after deducting cost of administration and 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.*
44. *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.*
45. *THAT the premises shall be open to inspection by the representatives and the authorised staff of the licensor and also for execution of any structural repair, additions and alterations at the site, checking water and sanitary conditions or for renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith. The licensee shall make the premises available for that purpose without raising any objection whatsoever.*
46. *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 licence or recovery of any dues in respect thereof or connected therewith shall also be exercised by Director (Sports), Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.*
47. *THAT in case of breach of any conditions as referred to above, or in case any charges, tax or any other amount is not paid or for any other reason, the Director (Sports) shall have the right to terminate, cancel and revoke the licence and cause the material to be removed from the complex without any compensation, whatsoever, besides, recovery of the loss cause to the Delhi Development Authority.*
48. *The licensee will be permitted to sell/serve snacks, soft drinks, beverages and lunch/Dinner at the Snack Bar at the rates to be got approved from Director (Sports). Sale of cigarettes, and liquor, within the complex is strictly prohibited.*
49. *The staff of the Sports Complex, Delhi Development Authority shall be allowed a discount of 25% on the approved rate on purchase of snacks, soft drinks, beverages and lunch/dinner etc.*
50. *The rates of items will be displayed either on a board kept at a prominent place or can provide menu card to the customers.*
51. *All the sale will be on cash payment basis, credit sale only be permitted for supply of items to Secretary, within the complex premises for which consolidated bill will be cleared subject to entitlement of entertainment allowances every month. Any other credit sale affected by the licensee will be at his own risk and responsibility.*
52. *The quality of items served shall be good, wholesome and of best quality as approved by the Director (Sports).*
53. *The licensee shall be required to serve items from the Snack Bar counters and provide service within the Snack Bar premises only.*
54. *The licensee shall be required to provide water, soft drink, beverages etc at one of the tees for the facility of the players, which will be identified by the Secretary Vasant Kunj Sports Complex.*
55. *The licensee will however be required to provide services for meetings, and official occasions at such place as may be required at the rates as applicable to the staff of Delhi Development Authority.*
56. *If at any time during the subsistence of the agreement the management desired to utilize the services of the licensee for any special event such as match/tournament, the licensee will arrange the same at the rates to be*

- mutually agreed upon (in case items are outside the rate of items already agreed) as also necessary service at time and place to be indicated by the management. Notwithstanding any thing given above or hereinafter the management reserves the right to use the Snack Bar premises at any time on any day as may be required*
57. *The licensee shall supply proper uniform to his staff to be approved by the management of Sports (Wing) at his own cost and shall ensure that uniform is neat, clean and pressed.*
 58. *The licensee will ensure that all employees at Snack Bar during their working hours shall wear uniform supplied by the licensee. No employee of Snack Bar will be allowed to continue his duty without wearing uniform of approved pattern.*
 59. *The employee at the Snack Bar shall be physically fit and free from any communicable, contagious infection and any other diseases. They will be medically examined every six months at licensee cost and will be given prophylactic treatment as required. Any employee found unfit will be replaced by the licensee immediately.*
 60. *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.*
 61. *The licensee shall maintain a complaint/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 perusal on every Saturday.*
 62. *Based on above terms and conditions the successful licensee shall be required to sign an agreement on non-judicial stamp paper worth Rs. 100/-. The quoted documents form part of the agreement along with license deed.*
 63. *The work appearing herein "licensee" may be read as "Intending Licensee".*
 64. *Debarred agency/ or individual shall not be permitted to participate in the tendering process.*
 65. *Any individual who has been debarred is not permitted to take part in any negotiations or represent any agency even if he holds a power of attorney on the agencies behalf. Any agency engaging debarred persons is also liable to debarring.*
 66. *The experience of agencies shall be taken into account rather than individuals incorporated with the agencies which does not include proprietorship.*
 67. *Quotations received by post or through courier etc shall not be entertained/accepted.*

Secretary/VKSC

Copy to :-

1. Commissioner (Sports), DDA – for information please.
2. Director (System), DDA – through e-mail for DDA Website.
3. A.O. (Sports), DDA.
4. The Secretary, DDA Contractor Welfare Association, Vikas Kuteer, New Delhi.
5. The Secretary, DDA Builders, E-18, Vikas Kuteer, New Delhi.
6. The General Secretary, Delhi Contractor's Welfare Association (Regd.), 306, Masjid Moth, N.D.S.E., Part-II, New Delhi.
7. All Secretaries of DDA Sports Complexes.
8. AAO, VKSC/DDA.
9. Manager, VKSC/DDA.
10. Notice Board.

Secretary/VKSC