

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

- 1 ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 842
- 2 ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ಬಿ.ಎಂ. ಫಾರೂಖ್  
(ವಿಧಾನ ಸಭೆಯಿಂದ ಚುನಾಯಿತರಾದವರು)
- 3 ಉತ್ತರಿಸುವ ದಿನಾಂಕ : 13-07-2023
- 4 ಉತ್ತರಿಸುವವರು : ಉಪ ಮುಖ್ಯಮಂತ್ರಿಗಳು

ಕ್ರ.ಸಂ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ	ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ವಾರ್ಡ್ ನಂ. 167ರಲ್ಲಿ ಸ್ಥಾಪಿತವಾಗಿರುವ ಪೂಜಾ ಅಕ್ಷಟಿಕ್ ಸೆಂಟರ್, ಈಜುಕೊಳ, ನಂ.165, 17ನೇ ಮುಖ್ಯ ರಸ್ತೆ, 7ನೇ ಅಡ್ಡರಸ್ತೆ, ಶಾಸ್ತ್ರೀನಗರ, ತ್ಯಾಗರಾಜನಗರ, ಬನಶಂಕರಿ 2ನೇ ಹಂತ, ಬೆಂಗಳೂರು 70 ಇವರಿಗೆ ಈಜುಕೊಳವನ್ನು ನಡೆಸಲು ಪರವಾನಗಿಯನ್ನು ನೀಡಲಾಗಿದೆಯೇ, ಹಾಗಿದ್ದಲ್ಲಿ ಎಲ್ಲಿಯವರೆಗೆ ಅನುಮತಿ ನೀಡಲಾಗಿದೆ; (ಸಂಪೂರ್ಣ ವಿವರ ನೀಡುವುದು)	<p>ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ವಾರ್ಡ್ ನಂ.167ರಲ್ಲಿ ಸ್ಥಾಪಿತವಾಗಿರುವ ಬನಶಂಕರಿ ಈಜುಕೊಳವನ್ನು ಪೂಜಾ ಅಕ್ಷಟಿಕ್ ಸೆಂಟರ್ ರವರಿಗೆ ದಿನಾಂಕ: 05-05-2012 ರಿಂದ 04-05-2022 ರವರೆಗೆ ಅಂದರೆ 10 ವರ್ಷಗಳ ಅವಧಿಗೆ ಈಜುಕೊಳವನ್ನು ನಡೆಸಲು ಪರವಾನಗಿ ನೀಡಲಾಗಿತ್ತು.</p> <p>ಕೋವಿಡ್-19ರ ಕಾರಣಗಳಿಗಾಗಿ ಎರಡು ವರ್ಷಗಳ ಕಾಲ ಸ್ಥಗಿತಗೊಳಿಸಿದ್ದ ಈಜುಕೊಳ ನಿರ್ವಹಣೆಗಾಗಿ ಈ ಗುತ್ತಿಗೆ ಅವಧಿಯನ್ನು ದಿನಾಂಕ: 04-05-2022 ರಿಂದ 03-05-2024 ರವರೆಗೆ ವಿಸ್ತರಿಸಲಾಗಿರುತ್ತದೆ.</p> <p>ಈ ಸಂಬಂಧ ವಿಧಿಸಲಾಗಿದ್ದ, ಷರತ್ತು ಮತ್ತು ನಿಬಂಧನೆಗಳ ವಿವರಗಳನ್ನು ಅನುಬಂಧದಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.</p>
ಆ	ಸದರಿ ಈಜುಕೊಳದ ಪರವಾನಗಿಯ ಅವಧಿ ಎಷ್ಟು; ಅವಧಿ ಮೀರಿದ ನಂತರ ನವೀಕರಿಸಲಾಗಿದೆಯೇ;	
ಇ	ಯಾವ ಷರತ್ತು ಮತ್ತು ನಿಬಂಧನೆ ಗಳೊಂದಿಗೆ ಪರವಾನಗಿ ನೀಡಲಾಗಿದೆ?	

ಸಂಖ್ಯೆ: ನಅಇ 103 ಬಿಬಿಎಲ್ 2023(ಇ)

  
(ಡಿ.ಕೆ. ಶಿವಕುಮಾರ್)  
ಉಪ ಮುಖ್ಯಮಂತ್ರಿ,

6.20205

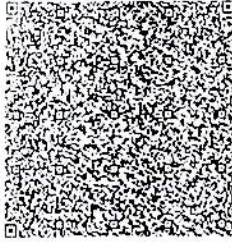


सत्यमेव जयते

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e-Stamp

Certificate No. : IN-KA95920962937086K  
Certificate Issued Date : 03-May-2012 03:40 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ HANUMANTH NGR/ KA-BA  
Unique Doc. Reference : SUBIN-KAKAKSFCL0866483338851580K  
Purchased by : POOJA AGENCIES  
Description of Document : Article 12 Bond  
Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : POOJA AGENCIES  
Second Party : COMMISSIONER B B M P BANGALORE  
Stamp Duty Paid By : POOJA AGENCIES  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



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**BRUHATH BANGALORE MAHANAGARA PALIKE**

**Agreement between BBMP and the highest bidder Sri G.Mohan (M/s Pooja Agency) i.e. agreement for the Maintenance and Right of Collection of Entrance Fee at B.S.K.2nd stage Swimming Pool in ward no.165, South Zone]**

Agreement No.: 1100/165/BBMP/2012-13 Dated:05.05.2012

Contractor

Executive Engineer  
Project (South) Division

This agreement made the Fifth day of May 2012 between Executive Engineer (Project), South Zone, Bruhath Bangalore Mahanagara Palike, (here in after referred to the First party) which expression shall include its successors and assigns.

And M/s .Pooja Agencies (Sri.G.Mohan) residing at No 510, 2<sup>nd</sup> main Nagendra Block, Srinagara, Bangalore- 560050 represented by its Proprietor Mr.G.Mohan Hereinafter called the contractor of the other part:(II party)

The swimming pool was constructed by the BBMP to an cost of Rs.399.00 Lakhs whose tender invited on 20.01.2012 for the II nd time through E-Procurement for outsourcing for maintenance, in response to this tender Mr.G.Mohan (M/s Pooja agencies) has quoted the highest bid amount of Rs 3.06 crores for a period of 10 years.


The above said tender has to be approved by the Major works committee, BBMP council and the Government of Karnataka. In view of the instruction of the honourable Minister for Home and transport, to open the said swimming pool for the public at the earliest , in anticipation of the approval from the government, commissioner BBMP has given permission to execute the agreement and to issue work order for maintaining the swimming pool temporarily for a period of 3 months or till further orders.

Tender Amount of Rs. 25,00,000/- (Rupees Twenty Five lakhs only) Paid through RTGS, Vijaya Bank IFSC Code-CNRB0008401 and UTR No-VIJBH12121073769 date-30.04.2012 and security Deposit of Rs.10,00,000/- (Rupees Ten lakhs only) Paid through Bank Guarantee bearing No-05/2012, dated: 04.05.2012 of Vijaya Bank, Girinagara Branch, Bangalore.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

- 1) All the terms and conditions and general conditions stipulated in the tender document are applicable.
- 2) In anticipation of the approval of this tender from the Government the agreement is executed.
- 3) The agreement is purely temporary for a period of **three months** or till further orders.
- 4) Good service to be given to the public is the moto of the BBMP and hence it has to be followed strictly.

  
Contractor

  
Executive Engineer  
Project (South) Division

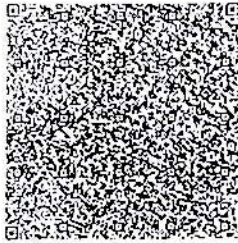
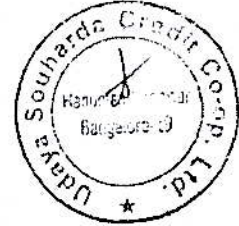


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Description of Document : Article 12 Bond  
Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : POOJA AGENCIES  
Second Party : COMMISSIONER B B M P BANGALORE  
Stamp Duty Paid By : POOJA AGENCIES  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



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5) As per the tender the first year payment is 20% of the bid amount i.e., of Rs. 61.20 Lakhs to be paid to BBMP now the agency has paid of Rs. 25.00 Lakhs through RTGS, IFSC bearing Code No. CNRB0008401 and UTR No-VIJBH12121073769 dated: 30.04.2012 of Vijaya Bank and also the monthly payment of Rs. 3.01 Lakhs which is suppose to pay to BBMP every month by the agency will be adjusted to Rs. 61.20 Lakhs.


Contractor

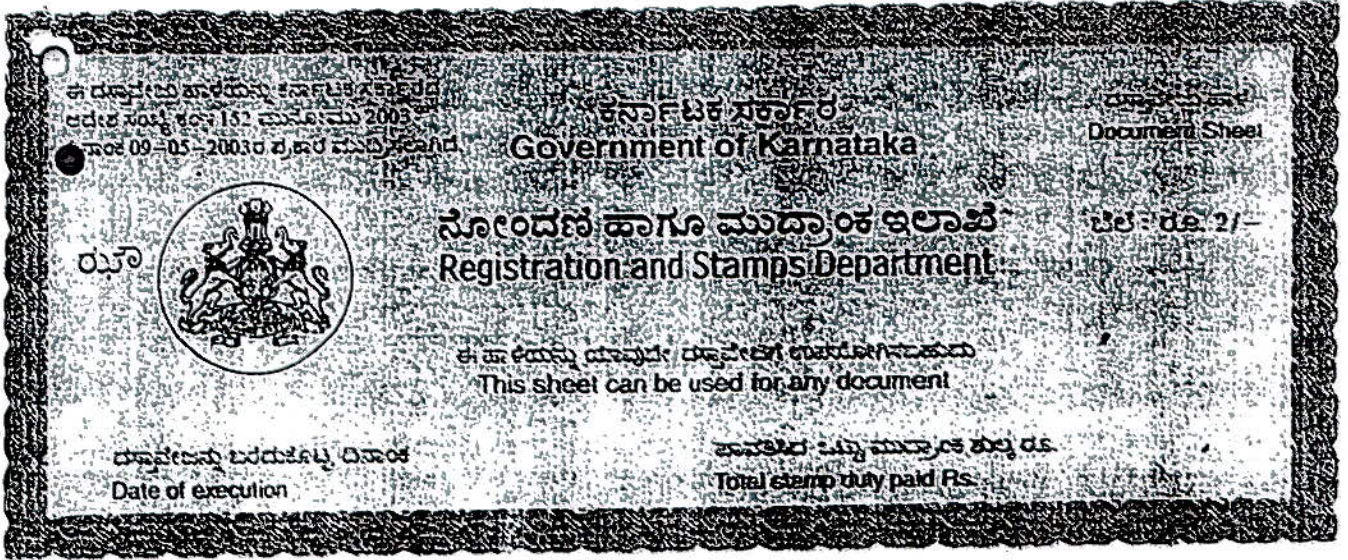
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Executive Engineer  
Project (South) Division

- 6) Also as per the tender 10% of the bid amount has to be submitted to the BBMP as additional security deposit through Bank Guarantee i.e., of Rs.30.60 Lakhs as additional security deposit to be deposited to BBMP now submitted the bank guarantee amount of Rs. 10.00 Lakhs of Vijaya Bank, Girinagara Branch, Bangalore bearing number 05/2012, dated: 04.05.2012 will be adjusted to 30.60 Lakhs.
- 7) If the financial bid is not approved by the Government, the BBMP has empowered to cancel the tender at any time without issuing any notice.
- 8) **Regular agreement will be executed only after obtaining approval from the Government.**
- 9) Any kind of repairs either mechanical, electrical or for the buildings has to be born by the agency/bidder.
- 10)The Agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract here in after Referred to and they shall be deemed to form and be read and construed as part of this Agreement. In consideration of the payment to be made by the Contractor to the Employer as hereinafter mentioned the contractor hereby covenants with the Employer to execute and complete the works and remedy any defect there in conformity in all aspects with the provisions of the contract.
- 11)The bidder will be allowed for any alterations, renovate, modification etc., only after prior approval from the commissioner, BBMP.
- 12)Only prescribed fees are to be collected strictly.
- 13)**The bidder has to pay minimum of Rs.3.01 Lakhs to BBMP on each and every month without fail on or before 15<sup>th</sup> of consecutive months otherwise minimum of 18% of the interest will be levied.**
- 14)The contractor shall be responsible for the pay compensation of his workers/Labours/Employees etc, payable under the workmen's compensation act 1923 for injuries if any (god forbid) caused to the workmen's due to vehicles or due to property or due to swimming water during the execution of the work and also the liability that may arise under the common law.
- 15)Maximum No.of security to be inducted.
- 16)The prescribed PH of water to be maintained and pool should be maintained in hygienic condition.

  
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Project (South) Division

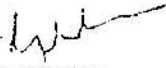


- 17)Tenderer has to pay any kind of revenue and contract amount to the BBMP time to time without fail.
- 18)Pool operators, Life guards, coaches are to be appointed to the maximum capacity.
- 19)The agency shall solely be responsible for any commission or omission of its employees.
- 20)The agency shall maintain the required number of personnel to the Swimming Pool and shall arrange replacement as necessary at its own expenses, in case of sickness, absentees and leave of its employees or the absence of the personnel for any reason whatsoever.
- 21)The agency shall maintain all records, register and such other required compliances contemplated under the provisions of all the relevant statues which interlaid include the Contract labour (Regulation and Abolition), Act, Provident Fund act and rules any payment of wages act and other relevant statues in force from time to time.
- 22)The tenderer shall not sell or transfer or sublet the contract in contravention of these conditions will result in cancellations of contractor.
- 23)The tenderer shall maintain the complaint book within the premises of the swimming pool.


Contractor

Executive Engineer  
Project (South) Division

- 24) Electricity consumption charges and water supply consumption charges are to be born by the Lessee only within the stipulated period.
- 25) The Bidders is fully responsible and Accountable for any injuries or fatal accidents to the swimmer at Pool premises that may occur during Contact period and all the intending swimmers should enter the pool only after having bath.
- 26) The assigned work is purely temporary for period of Three months or till further orders.
- 27) The total strength mentioned in the condition must be 200 nos in a batch is to be enforced strictly.
- 28) If there is any lapse in providing the assigned service, same will be carried out by BBMP and expenditure incurred towards will be recovered from the Tenderer.
- 29) The EMD amount and Security Deposit through Bank Guaranty will be retained by BBMP till the completion of contract period.
- 30) BBMP is not responsible for non payment to any of his men / sub agency's due from the Tenderer.
- 31) Tenderer has to meet the cost of chemicals used, water charges and electricity charges during the Contract period of the Swimming pool.
- 32) The Tenderer should appoint trained persons who are certified by the state or National body concerned with swimming as life guards and coaches.
- 33) The Tenderer is solely responsible for compensation act for any injuries or fatal to the swimmers or other persons that may occur during swimming and Contract Period in the pool premises. The Tenderer should agree that all the necessary repairs, annual maintenance of the swimming pool and the annexure to be carried out at the Own cost of the Tenderer
- 34) If BBMP notices any lapses in performance of the task, EMD, FSD, will be forfeited And all other General contractual obligation stipulated under Vol-I of the tender document for procurement of Services.

  
Contractor

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Executive Engineer  
Project (South) Division

ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಅಧಿಕಾರ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನ್ಸೂಚನೆಯು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ  
Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗಾಗಿ ಉಪಯೋಗಿಸಬಹುದು  
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ದಾಖಲೆಯನ್ನು ಬರೆಯುವ ದಿನಾಂಕ  
Date of execution

ಒಟ್ಟು ಪಾವತಿಸಿದ ಮುದ್ರಾಂಕದ ಮೊತ್ತ ರೂ.  
Total stamp duty paid Rs

- 35)The accepted tenderer is bound to abide by any other terms and conditions that may be insisted by the Commissioner from time to time and he will have no right for claiming any remission or compensations in the contract amount under any circumstances.
- 36)The Departmental Collection if made directly during the contract period for violation of any terms and conditions will not be refunded.
- 37)As per tender approved rates the tenderer is bound to issue admission tickets got printed by him at his own cost, half an hour before the time fixed for each batch.
- 38)The Corporation is not liable for any loss or damages occurred during the period of contract which the tenderer may incur in respect of this contract for any reason what so ever. He is also responsible for the damaged caused to the corporation property at the above place.
- 39)The tenderer will be liable to keep the pool vacant for the use of the BBMP to conduct swimming competitions etc., if required.
- 40)The tenderer shall exhibit the Instructions, Approved rates of entrance fee and timing of each batch etc.. On the boards at the entrance of the swimming pool.
- 41)The tender shall open a register and keep an account of the persons enter the swimming Pool every day for each batch which shall be kept open for the inspection of the authorized officials of the BBMP at any time.

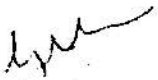
Contractor

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Executive Engineer  
Project (South) Division



- 42) Learners shall not be allowed to swim unless they wear yellow caps and Safety Jackets.
- 43) The Tenderer is fully responsible and Accountable for any injuries or fatal of the swimmer at Pool premises that may occur during Contact period and all the intending swimmers should enter the pool only after having bath.
- 44) Persons holding venereal diseases are prohibited from entering the swimming pool.
- 45) Such other clauses for getting admission to use of the swimming pool will be liable whenever notified by the Commissioner, BBMP or any other officer duly authorized by him is this behalf.
- 46) The BBMP reserve the rights of the inspection of the swimming pool by the concerned officers for the up keep of the swimming pool.
- 47) The BBMP shall not be responsible for any loss/losses which may result due to power failure, machine failure non-availability of chemicals and any other circumstances.
- 48) Seasonal passes shall be issued only to persons whose membership and the rates are approved by the Commissioner or by any officer authorized for the same.
- 49) Security arrangements have to be provided by the tenderer round the clock at his own cost.
- 50) In the event of the Lessee committing breach of any of the conditions of the Contract, the Lessor reserves the right to cancel the Lease forthwith and to enter upon the leased property without payment of any compensation and without assigning any reasons whatsoever to the Lessee.
- 51) In case of any disputes with respect to the agreement the same shall be referred to the Commissioner Bruhat Bangalore Mahanagara Palike and his decision shall be final.
- 52) The Lessee agrees to abide the terms and conditions prescribed by the Lessor.

  
Contractor

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Project (South) Division.

ಈ ದಾಖಲೆಯು ಹಾಕಿಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆಎಚ್ 152 ಮುನ್ಸೀಮು 2003  
ತಾರೀಖು 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Registration and Stamps Department

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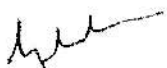
- 53) In the event of the Lessee committing breach of any of the conditions of the Contract, the Lessor reserves the right to cancel the Lease forthwith and to enter upon the leased property without payment of any compensation and without assigning any reasons whatsoever to the Lessee.
- 54) During the contract period, for any casualties, accidents deaths, etc., the BBMP is not responsible and for which BBMP will not pay any compensation for the same.
- 55) If any casualties, accidents, deaths etc., are noticed repeatedly for three times in a year the contract will be terminated.
- 56) Only up to 5% in increase of collection fee per annum will be allowed with the prior approval by the Commissioner BBMP.
- 57) The BBMP always empower to penalize up to 25% of the bid amount (Penalty) for Lessee for any breach of contract.
- 58) The Bidders shall solely be responsible for the payment of minimum wages, allowance, bonus, gratuity and other benefits as per minimum wages act to its employees and responsible for the welfare of its employees as per the various labour legislations and regulations in force from time to time.
- 59) The Bidders shall maintain the required number of personnel to the Swimming Pool and shall arrange replacement as necessary at its own expenses. In case of sickness, absentees and leave of its employees or the absence of the personnel for any reason whatsoever, alternative arrangement should be made.
- 60) The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.

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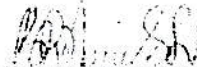
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Project (South) Division

- 61)The bidder should be in position to Appoint persons with good speaking of Kannada and English with minimum required qualification.
- 62)The successful bidder shall comply with all the provisions of the labour act and any other applicable acts and rules and he shall solely be liable to any proceedings / actions / payment of penalties for any violation and non compliance. It would be the responsibility of the Bidders to give weekly holidays and other facilities to each of the person as per the provisions of the applicable acts & rules.
- 63)The successful bidder shall be solely responsible for the safeguarding of the entire properties / equipments of the BBMP assigned to them and any theft / loss / damages arising out of any lapse / negligence shall be rectified by the Bidders within a period of 15 days from the date of the incident failing which the BBMP shall forfeit the EMD, invoke the bank guarantee submitted by the Bidders and the contract is liable to be terminated.
- 64)If there is any lapse in providing the assigned service, same will be carried out by BBMP and the expenditure incurred for the same will be recovered from the Bidder
- 65)Both EMD and SD will be released after successful completion of assigned contract period of work
- 66)BBMP is not responsible for non payment supposed to be paid by the bidder to any of his men / sub Bidders/ Companies / boards etc.,
- 67)Any disputes on the points between the Engineer-in Charge and Contractor shall be referred to the Commissioner, BBMP whose decision shall be given in writing which will be final and legally binding on the Contract.
- 68)If BBMP notices any lapses in performance of the assigned work, EMD, FSD, will be forfeited And all other General contractual obligation stipulated under Vol-I of the tender document for procurement of Services.
- 69)The Commissioner, BBMP, Bangalore reserves the right either to reject or to accept any tender without assigning any reason before or after finalization of the Tender.

  
Contractor

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Executive Engineer  
Project (South) Division

ದಾಖಲೆ ಮತ್ತು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

ದಾಖಲೆ ಮತ್ತು ಹಾಳೆ  
Document Sheet

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ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕಿತ ಇಲಾಖೆ  
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು.  
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ದಾಖಲೆ ಮತ್ತು ಹಾಳೆಯನ್ನು ಬರೆಯುವ ದಿನಾಂಕ  
Date of execution

ಮಾನ್ಯತೆ ಮತ್ತು ಮುದ್ರಾಂಕಿತ ಶುಲ್ಕ ರೂ.  
Total stamp duty paid Rs.

70)The date of permission of the gate fee collection as notified in tender is subject to variation. If there is any delay in accepting the tender or other unavoidable delay for which no compensation will be paid to Bidders by the B.B.M.P

71)The EMD credited by successful tender will be held as security Deposit for the due performance of his contract till the end of the contract period, During the period of contract if any loss caused to the BBMP Property due to the negligence of the Bidders such loss and the amount of fines levied will be recovered from the amount deposited by him.

72)The Bidders shall not sell or transfer or sublet the contract in contravention of these conditions will result in cancellations of contractor.

73)The Bidders shall not collect the entrance fee at the rates other than those specified in notification.

74)The B.B.M.P is not liable for any loss or damages occurred during the period of contract which the Bidders may incur in respect of this contract for any reason what so ever. He is also responsible for the damages caused to the B.B.M.P property at the above place.

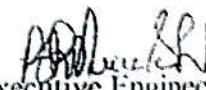
75)The Bidders will be liable to keep the pool vacant for the use of the BBMP to conduct swimming competitions etc., Minimum of 15 working days during the contract period.

76)The swimming pool shall remain closed on General holidays during the Contract Period as below


1. Independence day
2. Republic day
3. Ayudha pooja
- and
4. May Day.

Contractor


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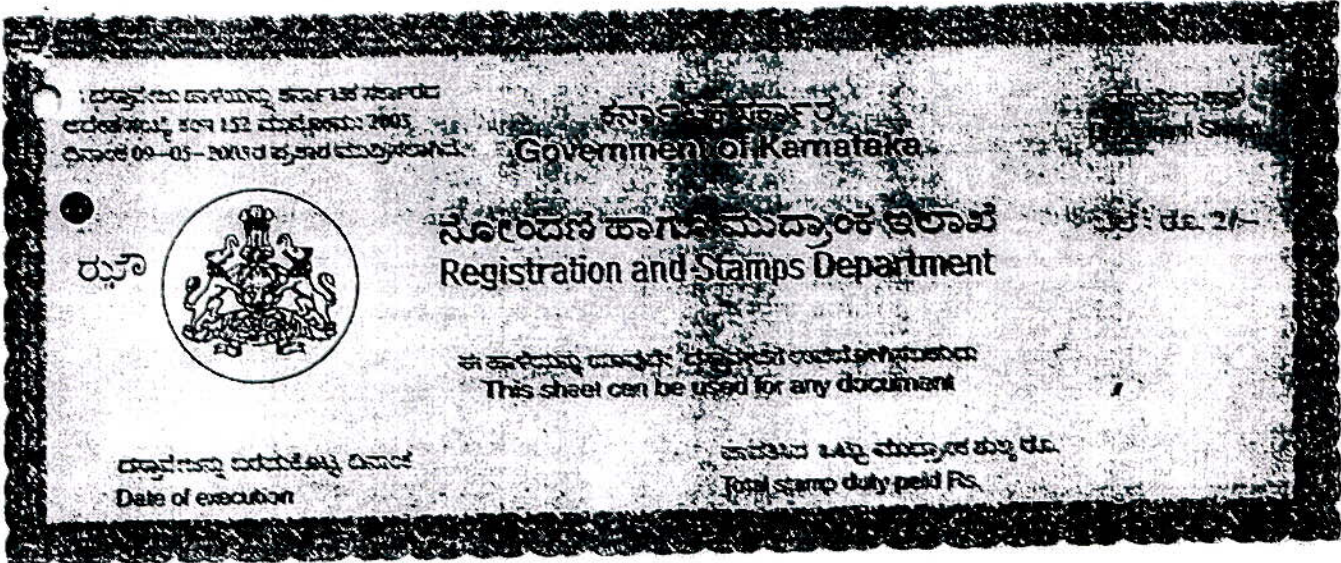
  
Executive Engineer  
Project (South) Division

- 77) Person Indulge in mis-behavior shall leave pool on the direction issued by the swimming instructor on duty.
- 78) Such other clauses for getting admission to use of the swimming pool will be liable whenever notified by the Commissioner, BBMP or any other officer duly authorized by him.
- 79) Bidder should have experience in handling the public swimmers.
- 80) Pool should be free from water born diseases.
- 81) Frequent pool testing (Chlorine, Alkalinity level, PH value etc.,) should be conducted and results must be maintained in a register for verification by BBMP.
- 82) The BBMP is not be responsible for any loss/losses which may result due to power failure, machine failure, non-availability of chemicals and any other circumstances and cause
- 83) In addition to the other conditions, general conditions are subscribed on the Notice Board kept at the entrance of the swimming pool for regular guidance of the swimmers. Those regulations are to be followed strictly.
- 84) Contravention of any of the above terms and Conditions of this notification and the agreement shall entitled for cancellation of the contract by the Commissioner BBMP.
- 85) The Required minimum staff for training and maintenance is to be deployed by the Bidders at his own cost.
- 86) The Security arrangements have to be provided by the Bidders all round the clock at his own cost.
- 87) The Lessee has to appoint experienced personnel and to bear the entire cost of his establishment as per prevailing rules and regulations.
- 88) The Lessee appoint only trained life guards and coaches at his own cost with utmost care.
- 89) The expenses towards the required Chemicals, Chlorine, Electricity consumption charges and water consumption charges towards the purification and other equipment, replacement of machinery parts repairs to pump and other repairs etc., required for maintaining the pool in a satisfactory condition is to be born exclusively by the Lessee only.
- 90) The Lessee agrees to hand over possession of the swimming pool to the Lessor in the same condition in which as it was in the condition at the time of handing over to lessee with reasonable wear & tear and also lessee should handover all the equipments and machinerics which already installed by the lessee and lessor without any damages.
- 91) The Lessee should withdraw the personals appointed by him immediately after the Lease period is completed and the Lessor will not appoint them or continue them in service after the Lease period is completed under any circumstances.

  
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- 92) For delay in payment of agreed amount the Lessee is liable to pay an interest amount at the rate of 18% per annum.
- 93) Minimum of 2-3 no. of training camps (Both for ladies and for gents) should be conducted in a year to teach to learn swimming and also for competition
- 94) D.G. backup should be installed and maintained.
- 95) Strictly the Swimming pool, bath room, toilets etc., should always be maintained in hygienic condition.
- 96) First Aid box should be kept in the premises of the swimming pool area to attend casualties if any.
- 97) PH value of water 7.2 to 7.8 should be maintained strictly.
- 98) Bidders should pay minimum wages to Staff including all taxes as applicable time to time.
- 99) B.B.M.P is empowered to change any conditions of contract whenever required.
- 100) All the documents in original are to be submitted to this office before execution of agreement, otherwise EMD and FSD will be forfeited and the tenderer will be rejected.
- 101) Safety equipments like ring buoys, rescue tubes, first aid kit, Ambulance tie up with nearest hospitals with facilities, oxygen, and telephone are to be always available in the swimming pool premises.
- 102) Safety and security measures are to be taken and should demonstrate before executing agreement.
- 103) Coaches should be qualified and should produce NIS certificate (National institute of sports certificate)
- 104) Trained life guards should obtain certificate from Karnataka Swimming Association/Royal life saving society of India or from the red Cross etc.

*[Signature]*  
Contractor

*[Signature]*  
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105) Minimum in 3 shifts security and safety personnel should be engaged (At least one in each main entrance).

106) Only after obtaining the permission from the BBMP the seasonal pass rates may be fixed.

107) MAINTENANCE FEE TO BE COLLECTED AT THE FOLLOWING RATES:-

1. One Hour Period for Adults ----- Rs. 20.00 per head  
(Rupees Twenty only)
2. Children below 12 years per hour ----- Rs 10.00 per head  
(Rupees Ten only)

BATCH TIMINGS

MORNING SESSION


FIRST BATCH	.....	06:00AM	TO	07:00AM
SECOND BATCH	.....	07:00AM	TO	08:00AM
THIRD BATCH	.....	08:00AM	TO	09:00AM
FOURTH BATCH	.....	09:00AM	TO	10:00AM
LEASURE HOURS	.....	10:00AM	TO	12:30PM
<u>AFTERNOON SESSION</u>				
FIFTH BATCH	.....	12:30PM	TO	01:30PM
SIXTH BATCH	.....	01:30PM	TO	02:30PM
SEVENTH BATCH	.....	02:30PM	TO	03:30PM
EIGHT (LADIES BATCH)	.....	03:45PM	TO	04:45PM

In Witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

WITNESSES:

1. 

2. 

  
Contractor

CONTRACTOR

