

DELHI DEVELOPMENT AUTHORITY

SPORTS WING : COORDN. CELL

Online tenders are invited by the undersigned on behalf of DDA (Sports Wing) for the following works.

NIT No. 09/HNSC/DDA/2018-19

Name of work: - Running, Maintenance and Operation of Gymnasium / Fitness at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex.

Reserve Price: - Rs.84,776/- per month

Earnest Money: - Rs. 20,346/-

Time Allowed: - 12 Months

Online Bid Submission End Date: - 17-04-19 upto 3:00 PM

Online Bid Opening Date: -20-04-19 at 11:00 AM

Online Financial Bid Opening Date: - To be intimated later on

Note:-

- 1. The bidder will use one UTR for one work only. In case, it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.*
- 2. Bidders registered in Contractor's Registration Board(CRB) of DDA are required to pay the e-tendering annual charges as under and GST as applicable :-*

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000 + GST
2	Class-II	Rs. 16,000 + GST
3	Class-III	Rs. 14,000 + GST
4	Class-IV	Rs. 10,000 + GST
5	Class-V	Rs. 6,000 + GST

The other Contractors not listed with DDA will deposit Rs. 20,000/- + GST per year in CRB to upload their tender on-line.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

- 3. Proof of registration (if applicable) and the proof of payment i.e., RTGS/NEFT number and its scan copy is to be uploaded in the technical bid.*
- 4. For terms and conditions, eligibility criteria of specialized work, the manner in which Earnest Money etc. are to be deposited through RTGS mode and other information/instructions, please visit DDA's website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in. For any assistance on e-tendering please contact concerned Secretary/DDO or M/s N.I.C. on email support-eproc@nic.in or 24 x 7 helpline number **0120-4001062, 0120-4001002, 0120-4001005, 0120-6277787***

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

NIT NO. 09/HNSC/DDA/2018-19

Press Notice No. 02/Sr. A.O./CAU(Sports)/DDA/2019-20 (Part-II)

Online tenders are invited by the undersigned on behalf of Delhi Development Authority (Sports Wing) for the work: - Running, Maintenance and Operation of Gymnasium / Fitness at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex for a period of one year (twelve months) on license fee basis. **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 turnover of ₹ 10.00 lacs (for Multi-gyms within Sports Complexes) and ₹ 2.00 lacs (for Multi-gyms in Green Areas) in each of the last five financial years duly certified by a registered Chartered Accountant, are entitled to submit the tenders. The bid not submitted in accordance with the prescribed manner will not be accounted for. Only those agencies/ Firm/ Person having successfully completed three similar nature of works each costing not less than 40% of the estimated cost put to tender, or two similar completed works each costing not less than 60% of the estimated cost put to tender, or one similar completed work costing not less than 80% of estimated cost put to tender during the last five years ending previous day of last date of submission of tender in Government Department or Public Sector undertaking, Govt. School.**The Gymnasium/Fitness Center is located at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex. For a checklist, refer to **Annexure 'A'**. Tenders shall be opened as under in the presence of intending tenderers or their representatives at Siri Fort Sports Complex, August Kranti Marg, New Delhi-110049.

In Part – I of the tender, i.e. Technical Bid, the tenderer shall upload details of ownership/management of the agency, authenticated proof showing annual turnover duly certified by a registered Chartered Accountant (supported by Balance Sheet). In case of company / firm, an attested copy of registration certificate and Article of Association is also to be furnished. In case of a partnership firm, the partnership deed, registration will be submitted and in case of a proprietorship firm the details of all proprietors and the percentage ownership in the proprietorship concern.

In Part – II of the tender should contain financial bid indicating monthly license fee (per month) offered by the tenderer. The offer should be given in both words & figures.

SL. NO.	NIT No.	Earnest Money	Period of Contract	Last Date & Time of submission of Tender	Date & time of opening of Financial Bid
	Name of work			Reserve Price	
1.	09/HNSC/DDA/2018-19	₹ 20,346/- ₹ 84,776/- <u>P.M.</u>	12 Months	17-04-19 upto 3:00 PM	Will be intimated later
	Running, Maintenance and Operation of Gymnasium / Fitness Centre at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex.			20-04-19 at 11:00 AM	

Note:

- As per instructions issued by CRB, DDA, no hard copy of any document will be required to be submitted by the tenderes till the opening of the tenders. Hard copies of relevant documents will be required from the agency tendering highest amount.
- In Part-I of the Tender i.e. Technical Bid, the tenderer shall upload details of authenticated proof showing annual turnover (supported by Balance Sheet). In case of Company / Firm, an attested copy of Registration Certificate and Article of Association is also furnished. In Part-II of the tender should contain Financial Bid indicating monthly charges (per month) offered by the tenderer
- Tender documents can be obtained / downloaded on the e-tendering portal i.e. www.eprocure.gov.in/eprocure/app or www.dda.org.in upto **last date of submission of tender**. Earnest money amounting to **Rs. 20,346/-** shall be deposited through RTGS/NEFT in the account of **"CAU SPORTS DDA" having account No. 0167104000254427 with "IDBI Bank, Friends Colony, Delhi State-110065, (IFSC. IBKL0000167)."**. 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 earnest money verified from their banks based on the unique transaction reference no. against each RTGS / NEFT payment before the tenders are opened.

4. The bidder will use one UTR for one work only. In case, it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.”
5. The intending tenderer should ensure before tendering in DDA that the requisite fee has been already deposited with CRB.
6. For terms and conditions, eligibility criteria of specialized work, the manner in which Earnest Money etc. are to be deposited through RTGS mode and other information/instructions, please visit DDA’s website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in. For any assistance on e-tendering please contact concerned Secretary/DDO or N.I.C. on email support-eproc@nic.in or 24 x 7 helpline number **0120-4001062, 0120-4001002, 0120-4001005, 0120-6277787**

Important terms & conditions for tenderers. Tenderers are required to go through the same before participating in the tender.

1. The unique transaction reference on NEFT/ RTGS against EMD shall be placed online at specified location for Tender for “Running, Maintenance and Operation of Gymnasium / Fitness Centre at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex. First cover containing “Technical Bid” as well as “reference of EMD”.
2. The technical Bids shall be opened online at prescribed date & time in the presence of a committee or their representatives by authorized bid openers. Financial Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end..
3. The Tenderer should furnish Rs.20,346/- as Earnest Money in the form of RTGS/NEFT .The amount will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded. However no interest shall be payable on the earnest money.
4. The tender shall be submitted online in two parts, viz., technical bid and Financial bid.

Technical Bid

The Tenderers are required to furnish the following documents in technical bid:-

- i. **Scanned copy of Earnest Money shall be deposited through RTGS/NEFT in the account of “CAU SPORTS DDA” having account No. 0167104000254427 with “IDBI Bank, Friends Colony, Delhi State-110065, (IFSC. IBKL0000167).**
- ii. Scanned copy of Proof of registration in Contractors Registration Board (CRB) of DDA.
- iii. Scanned copy of unique transaction reference of RTGS/NEFT.
- iv. Scanned copy of Certificate of Registration for GST & PAN No.
- v. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head) as per format given in NIT.
- vi. Scanned copy of Tender Application form (To be given on Company Letter Head) as per format given in NIT.
- vii. Scanned copy of annual turnover supported by balance sheet for the last five years duly certified by a Chartered Accountant.
- viii. Scanned copy of satisfactory completion certificates as per NIT condition.
- ix. Scanned copy of proof of registration with EPFO and ESIC.

Any tender found lacking with respect to the necessary information and /or documents and/or Earnest Money with the Technical bid will not be considered.

Price Bid

- i) Schedule of Financial bid in the form of BoQ_XXXXX.xls

-Sd/-
Sr. A.O (Sports)
Delhi Development Authority

DETAILS BELOW THIS LINE NOT TO BE PUBLISHED

No.F5(222)2018-19/HNSC/DDA/Civil/13

Date: 08-04-19

Copy forwarded to: -

1. Commissioner (Sports), DDA
2. Commissioner (Systems), DDA – though e-mail for DDA website
3. Sr. A.O/CAU(Sports), DDA
4. Secretary (Coordn.), Sports Wing, DDA
5. The Secretary, DDA Contractor’s Welfare Association, Vikas Minar, I. P. Estate, New Delhi.
6. The Secretary, Builder Associations, E-18, Vikas Kuteer, New Delhi
7. All Secretaries of Sports Complexes for displaying on their Notice Boards.
8. Secretary /HNSC
9. AE(Civil)/HNSC
10. Notice Board.

-Sd/-
Sr. A.O (Sports)
Delhi Development Authority

TENDER APPLICATION FORM FOR GRANT OF LICENSE TO A FIRM/AGENCY FOR RUNNING, MAINTENANCE AND OPERATION OF GYMNASIUM / FITNESS CENTER AT SUBHASH NAGAR GREEN AREA MULTI-GYM UNDER HARI NAGAR SPORTS COMPLEX

<p>1. Name of Applicant (in block letters)</p>		Affix Passport size photograph of the tenderer
<p>2. Name of Firm/Company/ Agency (in block letters)</p>		
<p>3. Name of Authorized Signatory of firm/Company)</p>		
<p>4. Father's/Husband Name (in case of individual)</p>		
<p>5. If firm, name of the partner (Please upload attested copy of the partnership deed)</p>		
<p>6. If company, No. & Date of Certificate of in-corporation & the name of the Managing Director (Please upload attested copy of certificate of incorporation).</p>		
<p>7. Age, if individual</p>		
<p>8. PAN no. issued by Income tax department (for Applicant & Firm/</p>		
<p>9. Company/Agency) Provident Fund Account No.</p>		
<p>10. ESI No.</p>		
<p>11. GST No.</p>		
<p>12. Full Address</p>		
<p>a) Residential (individual and of Mg. Partner/M.D. in case of Firm/company & Tel. No.</p>		
<p>b) Business & Tel. No.</p>		
<p>c) Email ID</p>		
<p>13. Particulars of similar two works undertaken during the last 5 years (proof must also be uploaded).</p>		
<p>14. Reserve Price per month</p>	Rs. _____ (Rupees _____)	
<p>15. Amount deposited on account of earnest money of Rs. _____/- vide unique transaction reference of RTGS / NEFT No. _____ dated _____ on _____ Bank, _____ in favour of "CAU (Sports), DDA".</p>		

Signature of Applicant with Rubber Stamp)

Note: - The above format may be downloaded, filled-in and scanned copy uploaded and the quoted rates of license fees should not be less than the reserve price as indicated in para 13 above.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

CERTIFICATE

I/We, the authorised person of the above named firm/Company apply on behalf of the intending firm/company to the Delhi Development Authority, Delhi for running a Gym/Fitness Center at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex for a period of 12 (twelve) months under the terms and conditions of the contract. I have read and understood the conditions of the contract and hereby accept the same on behalf of the intending firm/tenderer. I/We intending tenderer on behalf of the firm/company will pay the charges and complete the agreement in the form prescribed in accordance with the said conditions when called upon to do so. If I/We fail to deposit the amount on account of security & Bank Guarantee or to fulfill any of my/our obligations made in the terms and conditions of the contract, the amount deposited by me/us as the earnest money shall stand forfeited absolutely to DDA.

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

(Signature of Applicant with Rubber Stamp)

Note: - The above format may be downloaded, filled-in and scanned copy uploaded. Before giving the tender, the tenderer may inspect the site and satisfy himself about its location, area and assess the business prospects.

GENERAL TERMS & CONDITIONS FOR GRANT OF LICENSE FOR RUNNING OF GYM/FITNESS CENTER AT SUBHASH NAGAR GREEN AREA MULTI-GYM UNDER HARI NAGAR SPORTS COMPLEX.

1. (i) Any Firm / Company may quote for grant of license for running a Gym / Fitness Center at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex.
(ii) Change in the constitution / share holding of the licensees will not be allowed under any circumstances.
(iii) Delhi Development Authority, may in its discretion, accept any quotation / tenders or reject any or all the quotations / tenders, without assigning any reason.
(iv) The premises to be licensed will include a covered Gym/Fitness Centre fully equipped with exercising equipment.
(v) Before submitting the tender, the tenderer may inspect the site and satisfy himself about its location, area, equipment and assess its business prospects.
(vi) The tender shall be accepted only through online e-Tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website <https://eprocure.gov.in/eprocure/app> and www.dda.org.in. Intending contractors need to register themselves on the e-tendering website <https://eprocure.gov.in/eprocure/app> to get the USER ID and PASSWORD by paying required fee and completing the steps specified on above referred website.
(vii) The duration of the license will be one year from the date of grant of license and the same shall be extendable year to year basis for maximum upto 3 years on the sole discretion of the licensor such extension / renewal shall be subject 5% increase on licence fee every year.
(viii) **Tender documents can be obtained / downloaded on the e-tendering portal i.e. <https://eprocure.gov.in/eprocure/app> or www.dda.org.in. The tender will be opened only through online tendering process. Bidders can see their bids opened through online after logging in into the DDA's e-tendering web site using their User Id and Password.**
(ix) The contractor has to request through online by filling of the details of RTGS / NEFT for in the DDA online e-tendering website using User ID & Password for requesting the tender schedules for quoting their rates and amount for the tender. The tender will be opened only through online tendering process. Bidders can see their bids opened through online after logging in into the DDA's e-tendering web site using their User Id and Password.
(x) The tender of only those tenderers shall be opened online, who have submitted earnest money in the proper manner i.e. upto 3.00 pm on 17-04-19. No request shall be entertained to deposit the same after prescribed date & time at all.
(xi) DDA will not be responsible for not getting internet connection / power supply while downloading the Electronic Bid Sheets/Documents or while uploading their offers.
(xii) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
(xiii) Technical bids of all tenderers would be evaluated. Tenderers should submit all documents mentioned in the check list at 'Annexure-A'. Financial bids of only those tenderers that meet the technical requirements would be opened. Date & time for opening of financial bids would be intimated on time on DDA's website.
(xiv) The agency should be registered with EPFO and ESIC.
2. THAT the licensee shall pay to the Licensor the license fee fixed hereinafter by the 10th of every month, in advance.
3. The overall control and supervision of the said Gym/Fitness Center shall remain vested in the licensor whose officials shall at reasonable hours be entitled to inspect the said Gym/Fitness Center.
 - a. THAT the licensee shall not use Gym/Fitness Center for any purpose other than for which it has been licensed without the written permission of the licensor.
 - b. The licensee shall not be entitled to sublet the said Gym/Fitness Center or any part thereof. That the monthly license fee shall be payable in advance on or before the 10th day each of English Calendar month. In the event of license fee 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 license shall also be liable to be cancelled.
 - c. The licensee shall not cause or permit to be caused any damage to the said premises. Under no circumstances the licensee shall make any alteration to the said premises without pervious written permission of the licensor.

- d. THAT the licensee shall keep the premises neat and clean and shall abide by the timings set down by the Administration from time to time.
 - e. On the earlier revocation thereof under terms and conditions fixed in the license or under the rules prescribed thereof or on closure of the premises (except an official closed day) even for single day or on breach of any of the terms and conditions set forth above the license is liable to be cancelled and the licensor will be entitled to enter into the said premises and deal with it in such manner as it may deem fit.
 - f. Licensee shall faithfully follow and abide by all provisions of DMC Act, Bye-laws, Rules & Regulations made there under and other laws made from time to time and the Rules & Regulations made by DDA, Hari Nagar Sports Complex).
 - g. The agency should be a Proprietorship or Partnership firm or Company.
 - h. Its annual turnover should be a minimum of ₹ 10.00 lacs (for multi-gyms with in complexes) and ₹ 2.00 lacs (for multi-gyms at Green Areas) from running of well known gym/health club/fitness centre, for past five financial years duly certified by a registered Chartered Accountant.
 - i. The Proprietorship or Partnership firm or Company should have its registered office in Delhi.
 - j. The Proprietorship or Partnership firm or Company should qualify on its own and no consortium, JV or SPV is allowed to participate in the tender.
4. The earnest money of the successful tenderer will be forfeited if he does not fulfill any of the following conditions within 7 days of the issue of the award letter of license.
 - a. **Payment of license fee** for one month in advance.
 - b. **Security deposit equivalent to 3 months license fee** in the form of Demand Draft/CDR of any schedule bank of RBI in favour of "CAU(Sports), DDA". The security so deposited shall be forfeited in the event of breach of any of the clauses as contained in the agreement. The same shall be refundable subject to fulfillment of the terms and conditions of the agreement to the complete satisfaction of Delhi Development Authority and payment of dues if any.
 - c. **Execution of the agreement** and completion of other formalities.
 - d. The successful tenderer shall submit an **insurance policy at his cost to the sum of ₹ 1 crore for multigyms in sports complexes and ₹ 50 lacs for those in green areas** in favour of Commissioner (Sports) (payable to **CAU SPORTS DDA**), Delhi Development Authority so as to cover Multigym equipments, fittings and fixtures and electrical gadgets against any loss, theft fire pilferage and damage during the contract period of 12 months or any authorised extension thereof.
 - e. **Execution of License Deed under Section 44 of DDA (Disposal of Developed Nazul Land) Rules 1981, on non-judicial stamp paper worth ₹ 100/-.** (Specimen enclosed)
 5. In order to check the bonafide of the tenderer the documents like, copies of payments challans of GST, income tax, etc., bank statement photocopies, income tax TDS certificates, GST, TDS certificates, etc. are required to be submitted along with tender. These documents shall be verified by a registered Chartered Accountant and shall submit a certificate to the effect that the documents submitted are in order.
 6. THAT the licensee shall not display or exhibit pictures, posters, statue or other articles which are repugnant to the morals or are of indecent, immoral or of other improper character. It is expressly agreed that the decision of the licensor in this regards shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
 7. THAT licensee shall not display or exhibit any advertisement in any part of the interior or exterior of the Gym/Fitness center.
 8. THAT the licensee shall have no right, title or interest in the premises neither licensed to him nor shall be deemed to have exclusive possession thereof, except the permission to use the said premises and he shall not be deemed to have any right, title or interest in the said Gym/Fitness center.
 9. THAT the licensee shall not be entitled to allow any other person to use the premises in his stead or to use any part thereof. In the event of the death of any partner / proprietor or becoming insolvent, or to be amended dissolved, prior to the expiry of the period fixed herein before the license shall stand terminated automatically and the legal heirs or the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing such legal heirs or representatives may be permitted by the licensor after discharging any liability under the license, without causing injury to the licensed premises, to remove fittings or fixtures within three weeks of such demise of the licensee.

10. The licensee shall be required to deploy the following minimum number of staff during the timings of the Gym/fitness center who will be available during the working hours of the Gym/Fitness center.

I. Supervisor (One No. Morning Shift & One no. Evening Shift)	
Qualification	<ul style="list-style-type: none"> Graduate with pleasing personality should be polite and able to converse in English and Hindi. Knowledge of Computer.
Experience	<ul style="list-style-type: none"> 2-3 years experience of Front Office, preferably of a Fitness Center.
II. Chief Trainer (One No. Morning Shift & One no. Evening Shift)	
Qualification	<ul style="list-style-type: none"> Graduate - Certificate in Physical Fitness from a well known institution.
Experience	<ul style="list-style-type: none"> Minimum 5 years experience having worked in any well known Fitness Center/gym as Chief Trainer/ Supervisor, preferably having participated in Sports event e.g. Body Building , Judo, Athletics, Aerobics, Weight Lifting, Power Lifting, Football, Swimming, Wrestling, Boxing, etc.
III. Trainer (Morning Shift : One Gents & 1 Lady Total 2 Nos.) (Evening Shift : One Gents & 1 Lady Total 2 Nos.)	
Qualification	12 th Pass or above
Experience	3 years experience in any well known Fitness Center, preferably having participated in the sports event like Body Building , Judo, Athletics, Aerobics, Weight Lifting, Power Lifting, Football, Swimming, Wrestling, Boxing, etc.
IV. Helper (3 Nos. Morning Shift & 3 Nos. Evening Shift)	
Qualification	8 th Pass or above
Experience	Having experience of one year in any Fitness Center.
V. Environment Assistant (One No. Morning Shift & One no. Evening Shift)	

Technical Support:-

- The name/parentage, qualification and address of such personnel should be supplied along with the tender form and a list of their names and addresses shall be displayed by the contractor on their notice board of the Gym (Hari Nagar Sports Complex) at all times. If the required personnel as detailed above are not available during the shift or part thereof the management shall deduct an amount of ₹ 2,000/- for each person per day. Besides, the management can itself deploy personnel as and when such deficiency in staff deployment is noticed and the pay of these personnel will require to be paid by the (Hari Nagar Sports complex), which will be deducted from his security deposit available with Department. Photograph of individuals should also be pasted on the bio-data of individual for proper authenticity.
- The qualification / experience certificate and other documents as asked for in the tender shall be verified beforehand by Secretary of the concerned Complex
- It would be the sole responsibility of the tenderer to ensure that all those personnel whose Bio-Data has been enclosed with the tender document should not from part of any other agency.
- The frequent changing of manpower supplied by the agency shall be avoided. If any change is required due to the exigency of services, the change will be done only with the prior permission of Secretary-in-charge of the complex.
- Proper cleanliness and maintenance of hygienic conditions will be the sole responsibility of the Agency. Any laxity in this part shall be viewed seriously and agency will be liable to be penalized for such lapses. For this purpose the agency will detail the Helper/Environment Assistant who will be having thorough knowledge of above aspects. The Helper/ Environment Assistant appointed for the purpose will clean the machines every time after the use and especially the handles / other parts of the machine etc which are in direct contact of the user with antiseptic spray.
- Duties of the staff employed by the agency will be specified separately for each category in the bid.
- All the persons required to be deployed for Hari Nagar Sports Complex should wear their name tags.
- All staff shall be placed after police verification. Undertaking to be given to maintain courtesies and good decorum and not involve in activities detrimental to conducive environment.

- 9) Trainers provided by the agency shall be well qualified from any recognized institutions and should be capable of training and helping people with medical conditions like joint issues, diabetes, high cloistral, blood pressure, etc. (with knowledge of Anatomy, Physiology, biomechanics etc) from any reputed national / international institute, should be capable of training and helping people with medical conditions like joint issues, diabetes, cholesterol, blood pressure etc.
- 10) Agency shall provide training to upgrade the fitness trainers and nutritionists time to time to keep them up-to-date.
- 11) The licensee shall have to maintain an attendance register of the staff and the same should be available at site.

11. The timings of the Fitness Center shall be as under: -

	SUMMER	WINTER
Morning Session	06.00 AM to 12.00 PM	06.30 AM to 12.30 PM
Evening Session	03.00 PM to 09.00 PM	02.30 PM to 08.30 PM

12. THAT the licensee shall also pay all license or other fees/taxes including GST as payable to the Government or Municipal or Local bodies concerned in connection with the business at the said premises.
13. THAT the licensee shall cater to the requirement of the users while utilizing the Gym facilities. Failure to do so shall be deemed as breach of the terms of this license.
14. THAT the licensee shall keep and maintain a complaint book to be issued by the licensor and shall make it available to every bonafide member or visitor whoever demands the same for recording any complaint in respect of license. The licensee shall submit the said complaint book before the licensor/authorized person every month on or before 15th and shall abide by the instructions of the licensor issued thereon.
15. THAT the licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this license or any instruction issued there under. In such eventually the licensor shall be entitled to forfeit the security deposit in part or in full at its sole discretion.
16. THAT the licensor shall have the right to terminate the license after giving one month notice without assigning any reason therefore.
17. THAT the licensor shall have lien on all the belongings and properties of the licensee for the time being in or upon the premises of the licensor.
18. 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 and the licensee shall not claim any damage or loss of profit for the same.
19. The licensee shall ensure that only authorized users holding valid membership/authorization card/ receipt issued by the licensee in printed or proper forms are allowed to enter the Gym/ Fitness center. The Delhi Development Authority shall have the authority to carry out checking/supervision to ensure that no person utilizes the facility without making payment and that, proper record of receipts is maintained by the licensee.
20. THAT the overall responsibility of the Gym/Fitness center shall be the responsibility of the licensee subject to the control of Commissioner (Sports). However, the licensee shall be directly responsible to the members/users of the facility for providing good service in lieu of charges received from them. Licensor shall not be held accountable to the members/user of the facility in that behalf.
21. THAT the dealings of the licensee / his employees with the users of the facility of Gym/Fitness center visitors of the Gym/fitness center shall be polite and courteous. The Licensee shall not indulge in any anti social activities, which may cause harm to the interest of the sports complex or its employees. If a licensee found or reported to be misbehaving, discourteous or over charging, he shall pay to Delhi Development Authority compensation in the sum of ₹ 2000/- (Rupees Two Thousand Only) for each instance. Repetition of this on more than three occasions shall result in cancellation of the license. Decision of the Commissioner (Sports) in this regard shall be final and binding.

22. THAT for minor breach of any terms and conditions, the licensee can be ordered to pay to Delhi Development Authority compensation in as sum up to ₹ 2,000/- per occasion while for major breach the license can be terminated.
23. 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.
24. THAT the licensee shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except the damage which are 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 shall be binding upon the licensee.
25. THAT the premises allotted 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 utilize or to carry on any other trade alongwith the authorized business of the license during the period of his license. The licensee shall not claim any additional facilities other than those available at the time of the tendering.
26. THAT all or any amount, 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.

27. That the rates as approved the Competent Authority are as given below:-

For Multigyms in Sports Complex
(GST extra as applicable)

For Multigyms in mini sports Complexes and Green Areas
(GST extra as applicable)

(a) Member

Per Day ₹ 150.00
Per Month ₹ 1500.00

Per Day ₹ 50.00
Per Month ₹ 700.00

(b) Non-Member

Per Day ₹ 300.00
Per Month ₹ 3000.00

The licensee shall ensure that these approved rates are charged from the users and proper receipt for the amount realized from the members/ users are issued to them. Any complaint regarding over charging of fee from the users etc, shall be viewed seriously and shall render the license to be terminated.

Note: - The licensee can charge statutory taxes levied by Govt. /Local Bodies from the users in addition to the above fees with the prior approval of licensor.

28. The licensee shall charge utilization fees from the users of the multigyms only as per the daily or monthly approved rate. If any instance comes to the notice of the management that the licensee is charging any other rates, the license can be cancelled forthwith.
29. The licensee can charge advance utilization fees for a maximum period of one month only at a time as per the approved utilization fees. Besides, the licensee can only charge fees for the period till the current license period is valid. Under no circumstances, the licensee can charge advance utilization fees for a period beyond the duration of the current license period. If, any such instance comes to the notice of the management not only the license is liable for immediate cancellation but security deposit of the licensee can also be forfeited absolutely by the DDA. Any amount unauthorizedly collected by the licensee shall have to be re-paid by the licensee to the users/member from whom the same has been collected.
30. THAT on the completion of the period of contract or on prior determination thereof, the licensee shall peacefully remove his materials, if any from the site. If the licensee 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 from his security deposit whereafter the materials shall stand forfeited to Delhi Development Authority.
31. THAT the licensee shall not claim any amount on account of loss of profit or damages for earlier determination of the license.

32. THAT the licensee shall be responsible to take all the necessary steps/precautions to prevent any mishappening /accident /loss of life in the Gym/Fitness center. In case any mishappening/ accident/loss of life occurs owing to any reason, during the subsistence of the license shall be the sole responsibility of the licensee and the licensor shall not be responsible for the same in any manner whatsoever.
33. THAT any misrepresentation or suppression of any other materials, facts shall render the license liable for cancellation.
34. 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 violation on the part of the licensee. The Delhi Development Authority shall have no concern, liability or responsibility regarding any dispute between the licensee and his employees, as also in respect of payment of wages, allowances or other charges of any nature whatsoever. The personnel employed by the licensee shall in no case be treated as employees of Delhi Development Authority for any purpose whatsoever.
35. THAT the security deposit and Bank Guarantee tendered by the licensee shall be released on furnishing a certificate from the competent Authority that upto 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 on any account whatsoever before release of security deposit. No interest shall be payable on the amount of security deposit and Bank Guarantee.
36. 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.
37. THAT all or any of the powers and rights exercisable by Delhi Development Authority in respect of License Deed shall be exercisable by the Commissioner (Sports), Delhi Development Authority and the licensee shall not have any objection whatsoever in respect thereof.
38. 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.
39. THAT on expiry of the period of the licensee or on earlier determination or revocation of the licensee terms and conditions here of any belongings of the license found on the premises shall liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of license or determination or revocation of the licensee 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 those belongings and the balance if any shall be paid over to the licensee or his legal heirs, representative etc. as the case may be.
40. THAT the premises shall be open at any time for inspection by the representative and the authorized 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 renovation which may be found necessary from time to time by the licensor.
41. 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, Delhi and licensee shall have no objection whatsoever in this respect.
42. Intending licensees should not have been debarred in the past from tendering in the Sports wing of the DDA. This would apply to individuals as well as agencies. Individuals who were operating such debarred agencies cannot also apply in the name of a new agency. If such instance comes to the notice of the management subsequently, the license would be immediately terminated due to concealment of facts by the licensee and the agency would be debarred from further tendering in the Sports Wing of the DDA apart from forfeiture of the security deposit.

43. 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, the Commissioner (Sports) shall have the right to terminate cancel and revoke the license and cause the material to be removed from the Complex without any compensation, whatsoever besides recovery of the loss caused to the Delhi Development Authority. The decision of the Commissioner (Sports) shall be final and binding and shall not be questioned in any forum of court of law.
44. THAT any breach of the terms and conditions of the agreement by the licensee shall render the licensee liable to cancellation as well as debarring / blacklisting of the licensee from further tendering in the Sports Wing of DDA. 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.
45. The list of equipment installed can be checked by licensee before participating in tender . The licensee shall not place any other equipment in the Multigym over and above those provided by the DDA. In case some other equipment is placed by the licensee, the same will be attached/ confiscated by the complex. Besides this, the license shall be terminated and security deposit forfeited absolutely.
46. The day to day operational maintenance of equipment, flooring and the premises within the multigym will be the responsibility of the agency.
47. The AMC of the equipment will be the responsibility of DDA. However the licensee would immediately inform Secretary of the complex if any equipment is non functional and require repairs so that the matter can be taken up by the Secretary with the AMC provider.
48. In case the machines/equipments get damaged due to vandalism, rough use, etc., the responsibility would be that of the licensee who will get them repaired / replaced at his own cost from the original supplier only, failing which the Security Deposit as referred to in condition No. 4 shall be got encashed by the DDA to meet the cost of damage to the equipment.
49. Sincere efforts would be made by the licensee for the upkeep of the equipment. In case these equipment require frequent repairs due to rough use, vandalism etc., then it will be presumed that the licensee is negligent and not capable of operating the multigym. Action to debar the agency from further tendering in Sports Wing, DDA would be initiated against such agency. The agency would also be responsible for proper upkeep of the equipment including daily cleaning and maintenance. The licensee would ensure that the proper usage of the equipment is adequately explained to the users.
50. That the premises shall be open to inspection by the representatives and the authorized staff of the licensor and also to execute any structural repair, additions or alterations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purpose connected therewith and for the compliance of terms and conditions of any works relating to repair / additions / alternations or other damages that may be caused during the course of installation of any fittings, fixtures, etc. of owing to the inspection of the premises. In case of major renovation the premises shall remain closed & if need be the license may be terminated & fresh tenders be invited.

SPECIAL CONDITIONS

51. The licensee shall bear the expenditure on the proper upkeep of the equipment during the pendency of the license. No such expenditure shall be borne by the Delhi Development Authority.
52. No unauthorized person will be permitted to use the facility of the Gym/Fitness center. In such a case the matter will be reported to the complex Administration to be referred to the Disciplinary Committee of the complex to take suitable action against the said person.
53. The Gym/Fitness Center shall remain open for seven days a week except on Holiday of National importance such as 26th January, 15th August and 2nd October or as may be declared closed by the Central/State Government or Competent Authority of DDA.
54. Debarred agency or individual shall not be permitted to participate in the tendering process.

55. 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.
56. The facility would be available for use free of cost to past and present Honorary Members and their dependents.
57. The facility of Gym/Fitness center would be provided free of cost to the trainees/coaches of DDA Sports Promotion Scheme by the licensee.
58. The licensee will provide the facilities of the Gym/Fitness Center to the licensor for any purpose as and when required during off peak hours. However, the licensee will be reimbursed the expenses of consumable item of electricity charges as per actuals.
59. The licensee will also pay the GST on license fee, as applicable from time to time.
60. All disputes arising shall be subject to the jurisdiction of Delhi Courts only.
61. The intending bidders are advised to upload only relevant documents for tender submission.
62. Besides the above reserve license fee, the licensee shall pay the cost of light & power consumed at the multigyms/ fitness centre premises as per the demand of concerned authorities. A sub meter will be installed by the complex at the cost of licensee and the proportionate charges shall be paid by the licensee. In case the meter becomes defective, the licensee will report the same for replacement in writing immediately to the Secretary of the complex. In case of failure of the licensee to report the defective meter, the licensee will be charge a flat rate at two times the average daily consumption in the past month when the meter was working. In case of water being provided, a charge on actual where installation of a meter is possible will be levied separately. The licensee will deposit the electricity, water charges within 7 days of receipt of demands failing which default will be taken as breach of agreement and action as per the terms on breach may be initiated.
63. Premises shall be allotted on annual licence fee basis. The tenure can be extended for a maximum permissible period of three year.
64. Licence fee would be enhanced @5% annually.
65. Annual extension of licence would be subject to satisfactory performance duly verified by the Secretary of the sports complex/golf course with the certification that the licensee has not breached any clause of the licence deed and operated and managed the facility in accordance with the rules and regulations of the sports complex/golf course.
66. Extension of licence shall not preclude DDA from taking control of the property in case of any violation of the terms and conditions of the licence deed.
67. Commissioner (Sports) shall be the Competent Authority to approve allotment of facilities on licence fee basis through tenders and to approve annual extensions of the contracts. However, it for certain reasons extension beyond the period specified in the contract becomes inevitable, the competence to approve such extensions will rest with Finance Member, DDA.
68. All outstanding dues should not be adjusted against amount payable to the agencies as these are separate payments to be made.licensees should pay dues in time, or else action should be taken against them. Post dated cheques for licence fees should also be obtained for licenced premises in future all all Sports / Golf Courses with the condition that if the cheques is dishonored criminal proceedings as per law would be initiated.

Note: The word "Licensee" appearing herein may be read as "intending licensee"

-Sd/-
Sr. A.O (Sports)
Delhi Development Authority

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

Signature of the Tenderer

Name _____
Address _____

Dated:-

Place:-

(Please affix official seal in case of Firm/Company)

**AUTHORIZATION LETTER
(ON NON-JUDICIAL STAMP PAPER WORTH RS. 10/-)**

TO WHOMSOEVER IT MAY CONCERN

I/We, M/s _____ (Name & Address of intending tenderer) authorize M/s _____ (Name & Address of the Agency selected by DDA) to authenticate, inspect and verify the documents, of our agency / firm, submitted alongwith tender application to Delhi Development Authority from various Government / Other Agencies by the authorized agency selected by the Delhi Development Authority. I/We further authorize the agency selected by Delhi Development Authority to interact with concerned departments and do all other necessary acts and deeds that may be required for this particular work.

(Dated Signature with rubber stamp)
Name & Address of Proprietor /
Partner/Director of the Agency/
Firm/Company

(To be submitted with Non-Judicial Stamp Paper worth ₹ 100/- at the time of agreement)

**FORM – ‘D’
LICENSE DEED**

The agreement made on this _____ day of _____ at Delhi between the President of India (hereinafter called ‘the Licensor’) which expression shall unless the context requires a different or another meaning, include its successors and assigns through Delhi Development Authority, a body constituted under section – 3 of Delhi Development Act, 1957 (No. 61 of 1957) and Shri _____ S/O Shri _____ R/o _____ (hereinafter called ‘the Licensee’).

Whereas the Licensor is willing to grant the Licensee a license for use of multigym / fitness centre premises subject to the terms and conditions specified hereinafter.

WHEREAS the Licensee _____ for grant of a license for running of multigym / fitness centre at (Name of Sports Complex) is willing to get license granted to him on monthly license fee of ₹ _____.

AND WHEREAS the Licensee has represented to Licensor that the former is well equipped with and can make adequate arrangement for running of multigym / fitness centre with the previous approval of the Licensor.

NOW, THEREFORE, IT IS MUTUALLY AGREED: -

1. THAT in consideration of payment of ₹ _____ (Rupees _____ Only) as security deposit received vide receipt No. _____ dated _____ in the form of Banker’s Guarantee issued by Bank under No. _____ dated _____ in the form of fixed deposit certificate bearing no. _____ issued by _____ bank, being equivalent to 3 months license fee quoted by the licensee for due and proper performance of these presents and also willingness of the licensee to pay ₹ _____ (Rupees _____ only) per month for _____ the licensor grants unto the licensee and authorises him to use the said multigym / fitness centre premises subject to the conditions hereinafter appearing **for a period of 01 (one) year i.e. 12 (twelve) months** commencing from the date of these presents.
2. THAT the licensee shall keep and maintain the multigym / fitness centre at (Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex) and the site around the multigym / fitness centre in a clean, proper decent condition well equipped and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the wall, fixtures or other structure of the (Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex) nor cause any kind of obstruction, to the user of the multigym / fitness centre at (Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex) in any manner whatsoever.
3. THAT the licensee shall charge such rates as may be approved by the licensor and shall exhibit the schedule of rates at a conspicuous place in the premises.
4. THAT the licensee shall maintain the multigym / fitness centre premises in a clean and hygienic condition and shall conform to the rules, regulations or bye-laws made in this regard by the Authority concerned.
5. THAT the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of users of the facility. He shall employ sufficient number of employees and servants for rendering quick service to the persons using the multigym / fitness centre facility.
6. THAT the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of multigym / fitness centre premises at (Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex) thereof without previous approval of the licensor.

7. THAT the licensee shall not display or exhibit pictures, posters, status or other articles which are repugnant to the morale or are of indecent, immoral or other improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
8. THAT the licensee shall not display or exhibit any advertisements or placard or put up hoarding in any part of the interior or exterior other than those permitted expressly in writing by the licensor.
9. THAT the licensee shall have no right, title or interest in the premises licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
10. THAT the licensee shall not be entitled to allow any other person to use the premises or any part thereof in his stead. In the event of the death of the licensee, or the licensee becoming insolvent, or in case of partnership, dissolution thereof prior to the expiry of the period fixed hereinafter, the license shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred remove the goods and other equipment that may be found at the licensed premises but in the case goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee, the licensor may be public auction dispose of the same.
11. THAT the licensee shall pay the cost of light, power and water consumed by him at the multigym / fitness centre premises at (Hari Nagar Sports Complex) as per the demand of the authorities concerned.
12. THAT the licensee shall also pay all license or other fee or taxes payable to the Government or Municipal or Local Bodies concerned in connection with running of multigym / fitness centre business at (Hari Nagar Sports Complex). Also it shall be responsibility of Licensee only to get the necessary approval from the Government or Municipal or Local Bodies concerned in connection with running of multigym / fitness centre at Licensee's expense only.
13. THAT the licensee shall cater to the needs of the users and the persons connected with them and failure to cater to the needs of those persons for a continuous period of seven days shall amount to a breach of the terms of this license.
14. THAT if the licensee desired to close down the business within the period of license, he will have to serve a notice of 03 (three) months in advance, from the date he propose to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the number of unexpired months of license period by the difference between the license fee and the highest license fee offered to it in the subsequent tender, as damages.
15. THAT notwithstanding the other rights, the licensor may in its sole discretion and on such terms as may consider reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the license.
16. That the licensee shall abide by all rules, regulation, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the multigym / fitness centre at (Hari Nagar Sports Complex) and the general welfare and comfort of the employees and other connected persons.
17. THAT the licensor shall not be responsible for the safety of the members of staff of the licensee 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, on, upon or around the said multigym/fitness centre premises at (Name of Sports Complex) from any cause whatsoever.
18. THAT the overall control and supervision of the multigym / fitness centre premises at (Hari Nagar Sports Complex) shall remain vested with the licensor, whose officers or authorized representatives shall have access to the all reasonable hours to the said Center or any part thereof.
19. THAT the licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this license specified herein. All the terms and conditions mentioned in the Notice Inviting Tender vide which the licensee had applied for running of the multigym would be part of agreement.

20. THAT the licensor shall have a lien on all the belonging and properties of the licensee for the time being in or upon the premises of the licensor.
21. THAT on expiry of the period of the license or on determination or revocation of the license under the terms and conditions hereof, any belongings of the licensee found in said multigym / fitness centre premises at (Hari Nagar Sports Complex) 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 revocation of the license 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 action of those belongings, and the balance if any shall be paid over to the licensee or his legal heirs, representatives etc. as the case may be.
22. THAT the licensor shall have the right to terminate the license after giving one month notice without assigning any reasons thereof.
23. THAT in case, the said premises is destroyed or damaged by any natural calamity or riot or civil disturbances or was so as to make it unfit for use by the licensee, the license shall be determined automatically.
24. THAT in case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms or conditions of this license, the same shall be referred to the sole arbitration of the Vice-Chairman / Finance Member or any nominated officer of Delhi Development Authority whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the Vice-Chairman / Finance Member or any nominated officer of Delhi Development Authority acting as sole arbitration on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected therewith.
25. THAT nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of over, in or upon the premises and the property of the licensor.
26. THAT the dealing of the licensee / his employee with the users of the multigym / fitness centre shall be polite and courteous and he shall not indulge in or suffer any anti social activities. The licensee shall also not indulge in any anti activity which any cause harm to the interest of the Delhi Development Authority or its employees.
27. THAT if the licensee allows credit he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee will be entertained on his account.
28. THAT the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in the order to inspect and execute any structural repairs, additions or alternations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith and for the compliance of terms and conditions of any works relating to repairs/additions/alterations or other damages that may be caused during the course of installations of any fitting, fixtures etc or owing to the inspections of the premises.
29. THAT the licensee shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control .The decision of the licensor in regard to the extend and quantum or compensation if any to be paid to it shall be binding upon the licensor.
30. THAT the premises allotted 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 utilize the premises or to carry on any other trade alongwith the authorized business of the licensee during the period of his license.
31. THAT the licensee shall not keep any Vehicle, Unauthorized personnel, animal or conveyance either in Multi-gym/ Fitness Centre premises in Green areas or in or outside Multi-gym/ Fitness Centre in Sports Complex .
32. THAT in case any amount becomes due against the licensee in respect of any matter covered under this license, the same shall, on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.

33. THAT all or any of the powers vested in the licensee under these presents in respect of the grant determinations, revocations, cancellation or restorations of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the Commissioner (Sports), Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.

IN WITNESS WHEREOF the parties to the agreement have signed this DEED on the day first above mentioned a true copy thereof signed by both the parties has been retained by the licensee.

(To be signed by the Licensor at the time of execution of agreement)

LICENSOR
(Delhi Development Authority)

LICENSEE

WITNESS

1.

2.

APPROVED

B.O.Q

N.O.W.:-Maintenance of Hari Nagar Sports Complex

S.H.:- Running, Maintenance and Operation of Gymnasium / Fitness at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex .

S.No.	Description of item	Period	Rate	Amount
1	Running, Maintenance and Operation of Gymnasium / Fitness Centre at Subhash Nagar Green Area Multi-gym under Hari Nagar Sports Complex.(for 7 days a week).	12 Months		
			Total (Rs.)	

-SD/-
SR. A.O (SPORTS)/DDA

-SD/-
SECRETARY/HNSC

-SD/-
A.E.(CIVIL)/HNSC

APPROVED

CHECK-LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH BID

1. Letter of submission in the prescribed format.
2. Earnest money of ₹ _____/- and shall be deposited through RTGS/NEFT in the account of ("CAU (Sports), DDA"). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date.
3. In case of company / firm, an attested copy of registration certificate and Article of Association / Partnership Deed is also to be furnished.
4. The agency bidding shall have a minimum turnover of ₹ 10.00 Lacs (for Multigyms with in Complexes) and ₹ 2.00 Lacs (for Multigyms at Green Areas) in each of the last five financial years duly certified by a registered Chartered Accountant.

Note:-

1. The items mentioned from Sr. 1 to 4 above shall be uploaded in Part 1 of the tender, i.e., **Technical Bid**.
2. In Part 2 of the tender, i.e., **Financial Bid**, the tenderer should indicate monthly license fee (per month).
3. Bids not submitted in accordance with the prescribed manner will not be accounted for.

For terms and conditions, eligibility criteria of specialized work, the manner in which Earnest Money etc. are to be deposited through RTGS mode and other information/instructions, please visit DDA's website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in. For any assistance on e-tendering please contact concerned Secretary/DDO or **M/s N.I.C. on email support-eproc@nic.in** or 24 X 7 helpline number **0120-4001062, 0120-4001002 , 0120-4001005, 0120-6277787.**

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (_____) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The _____ that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) Bidders registered in Contractor’s Registration Board(CRB) of DDA are required to pay the e-tendering annual charges as under and GST as applicable :-

S.No	Class of Contractor	Amount to be paid p.a. (GST as applicable)
1	Class-I	Rs. 20,000 + GST
2	Class-II	Rs. 16,000 + GST
3	Class-III	Rs. 14,000 + GST
4	Class-IV	Rs. 10,000 + GST
5	Class-V	Rs. 6,000 + GST

The other Contractors not listed with DDA will deposit Rs. 20,000/- + GST per year in CRB to upload their tender on-line.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

- 8) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. No Hard copy of any document will be required to be submitted by the tenderers till the opening of the tenders. Hard Copies of relevant documents will be required from the lowest tenderer only.
- 9) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 10) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access _____.
- 11) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 12) From my tender folder, he selects the tender to view all the details indicated.
- 13) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 14) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 20) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using _____ for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 25) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – support-eproc@nic.in or 24 x 7 helpline number **0120-4001062, 0120-4001002, 0120-4001005 & 0120-6277787**
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