

DELHI DEVELOPMENT AUTHORITY

E-TENDER NOTICE NO. 10/AO/Sports/DDA/2013-14

On-line tenders are re-invited by the undersigned on behalf of Delhi Development Authority (Sports Wing) for the work: - Running, Operation and Maintenance of Gymnasium / Fitness Centre at Subhash Mohalla under PDKP for a period of one year (twelve months). **The tender shall be in two parts viz 'Part -I' containing Technical Bid and 'Part – II' comprising 'Financial Bid'.** Only those agencies having a minimum of two year's experience in the field of Running, Operation and Maintenance of Gymnasium(s) / Fitness Centre(s) and having a minimum turnover of `1.5 Crore (for Multigyms within Sports Complexes) and `20.00 Lacs (for Multigyms in Green Areas) in each of the last two financial years through running of well known Gym / Fitness Centre / Health Club 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.** The Gymnasium/Fitness Centre is located at Subhash Mohalla under PDKP. For a checklist, refer to Annexure 'A'.

In Part – I of the tender, i.e. **Technical Bid**, the tenderer shall upload **details of ownership/ management of the agency, experience of similar nature of works** undertaken by them i.e. copies of award letters and certificates of satisfactory completion, duly attested; authenticated proof showing annual turnover duly certified by a registered Chartered Accountant (supported by Balance Sheet), manpower available with them, their qualifications and experience in the field etc. 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 the tender should contain **Financial Bid** indicating monthly license fee (per month) offered by the tenderer. The offer should be given in both words and figures.

Tender documents can be obtained / downloaded on the e-tendering portal i.e. www.tenderwizard.com/DDA or www.dda.org.in up to **02.07.2013 (last date of sale)**. Earnest money amounting to `25000/- and cost of tender document of `525/- (Non-refundable) shall be deposited through RTGS/NEFT in the account of (Name of Sports Complex). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date. The DDOs concerned will get tender cost/ earnest money verified from their banks based on the unique transaction reference No. against each RTGS/NEFT payment before the tenders are opened.

The unique transaction reference of RTGS/NEFT against EMD, Cost of Tender Document shall be placed in a single sealed envelope superscripted as **"Earnest money, cost of Tender Documents"** with name of work and due date of opening of the bid mentioned there on and will submit to tender opening Authority by prescribed date.

SL.	<u>NIT No.</u> Name of work	Name and Address of Sports Complex	Reserve Price	Period of Contract	Last date and time of submission of tender	Date and time of opening of tender	Bank Details
			Cost of Tender				
			Tender Processing Fee				
			Earnest Money				
1.	<u>NIT No. 13/PDKP/DDA/13-14</u> Running, Maintenance and Operation of Gymnasium / Fitness Centre at Subhash Mohalla under PDKP.	Poorv Delhi Khel Parisar, Tahir Pur, Dilshad Garden, Delhi	<u>Rs. 8,000/-</u> per month (Rs. <u>96,000/-</u> per annum) <u>Rs. 525/-</u> <u>Rs. 562/-</u> <u>Rs. 25,000/-</u>	One year	02.07.2013 Upto 3.00 PM 03.07.2013 Upto 3.00 PM	02:30 P.M on 08.07.2013 at Siri Fort Sports Complex, DDA, August Kranti Marg, New Delhi - 110049	Bank A/c No: - 207100101100467 Name of Bank: - Corp. Bank Branch Name : - Nutan Vidya Mandir, Dilshad Garden, Delhi – 110095 IFSC Code: - CORP 0002071

After assessing the technical capabilities of the tenderers, the financial bid shall thereafter be opened only for those bids that are found technically qualified. The date of opening of financial bids shall be intimated to the selected tenderers by either of the modes i.e. Mail/ Courier/ Post/ Telephonically/ Email/ Through Website.

**Commissioner (Sports)
Delhi Development Authority**

NOTE: - For eligibility criteria, mode of payment of tender cost, processing fee, earnest money and other details of the tender visit the website www.tenderwizard.com/DDA or www.dda.org.in. For any assistance on e-tendering, please contact M/s ITI Limited on 011-49424365, 8800991856, 8800991864, 8800991859, 9971662903, 8800991851, 8800991861 and Fax 011-25618721.

No. F1(183)2000/PDKP/DDA/Vol-II/ 195

Date: - 24.06.13

Copy to:-

1. Director (Systems), DDA through e-mail
2. Sr. A. O. (Sports), DDA.
3. Secretary (Coordn.), Sports Wing, DDA
4. All Secretaries of the DDA Sports ,Complex
5. The Secretary, DDA Contractors Welfare Association, Vikas Kuteer, New Delhi
6. AAO (Sports Complex Concerned), DDA.
7. J.E. (Civil)/ (PDKP), DDA.
8. Notice Board (PDKP), DDA.

Commissioner (Sports)
Delhi Development Authority

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH BID

S No	Item/ Detail	Yes/ No (To be endorsed in hand/ Typed by Tenderer)	Signature of Tenderer	Remarks
	Letter of submission in the prescribed format.			
	Earnest money of ` 25,000.00 and cost of tender document of ` 525.00 (non-refundable). (Deposited through RTGS/NEFT in the account of (Name of Sports Complex). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date.)			
	The unique transaction reference of RTGS/NEFT against EMD, Cost of Tender Document shall be placed in a single sealed envelope superscripted as "Earnest money, cost of Tender Documents" with name of work and due date of opening of the bid mentioned there on and will submit to tender opening Authority by prescribed date.			
	Details of experience certificate: - Only those agencies having a minimum of two years experience in the field of Running, Operation and Maintenance of Gymnasium / Fitness Center can apply. In this regard, details of experience, i.e., copies of award letters and certificates of satisfactory completion, duly attested, of similar nature of works undertaken by them shall be required to be submitted along with bid.			
	Agency bidding shall be required to submit details of manpower available with them, their qualifications and experience in the field, etc.			
	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.			
	The agency bidding shall have a minimum turnover of ` 1.5 Crore (for Multigyms with in Complexes) and ` 20.00 Lacs (for Multigyms at Green Areas) in each of the last two financial years through running of well known Gymnasium / Fitness Centre / Health Club duly certified by a registered Chartered Accountant.			

Note:-

1. The items mentioned from Sr. 3 to 7 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) both in words and in figures.
3. Bids not submitted in accordance with the prescribed manner will not be accounted for.
4. For eligibility criteria, mode of payment of tender cost, processing fee, earnest money and other details of the tender visit the website www.tenderwizard.com/DDA or www.dda.org.in. For any assistance on e-tendering please contact M/s ITI Limited on 011-49424365, 8800991856, 8800991864, 8800991859, 9971662903, 8800991851, 8800991861 and Fax 011-25618721.

LIST OF EQUIPMENT INSTALLED AT MULTIGYM/ FITNESS CENTRE AT SUBHASH MOHALLA UNDER PDKP.

S.N.	Description of Items	Qty.
1.	Treadmill (Kinetic S3 7881-000 of Kettler, Germany)	1.00 No.
2.	Recumbent Bike (C-51r, Sports Art, Taiwan)	1.00 No.
3.	Multigym with minimum four stations for minimum 8 exercise options and 4 separate weight stacks (ST-138 Turbuster Make)	1.00 No.
4.	Hack Squat including leg press (ST-116 Turbuster Make)	1.00 No.
5.	Smith Machine with squat rack and incline/decline bench (ST-117 Turbuster Make)	1.00 No.
6.	Cable cross over fully adjustable (ST-119)	1.00 No.
7.	Olympic bench (Separate flat (ST-129), incline (ST-130) and decline (ST-134) benches)	1.00 No.
8.	Dumbbell rack	1.00 No.
9.	Barbell rack	1.00 No.
10.	Plate rack	1.00 No.
11.	Barbell rods-7ft, 6ft, 5ft, 4ft, 3ft (with locks) (Taiwan Make)	3.00 Set
12.	Dumbbell rods-(Taiwan Make)	10.00 No.
13.	Cast iron dumbbell	208.00 No.
14.	Cast iron plates-Taiwan Make	479.00 No.

**TENDER APPLICATION FORM FOR GRANT OF LICENCE TO A FIRM/AGENCY FOR RUNNING,
MAINTENANCE AND OPERATION OF GYMNASIUM / FITNESS CENTRE AT SUBHASH MOHALLA
UNDER PDKP**

A. PARTICULARS OF THE TENDERER/APPLICANT

1. Name of Firm/Company/ Agency : _____
2. Name of Authorized Signatory of : _____
Firm/Company)
3. Address with Telephone No : _____

4. E-mail ID : _____
5. Particulars of similar two works
undertaken during the last 2 years
(proof must also be uploaded).

Affix
Passport size
photograph
of the
tenderer

Note:

1. Each paper of the tender should be signed by the tenderer with seal of the Agency/Firm
2. No column should be left blank and the rate & amount should be written in words and figures in such a way that interpolation is not possible.

B. PARTICULARS OF THE GYM/FITNESS CENTRE AT SUBHASH MOHALLA UNDER PDKP.

1. Locality : Subhash Mohalla, Delhi.
2. Area in Sq. Meter : 100 Sqm. (10 x 10)
3. Amount deposited on account of earnest money of ₹ 25000/- through RTGS/ NEFT in Account No. 207100101100467 with Bank Corp. Bank, Nutan Vidya Mandir, IFSC Code CORP 0002071.
4. Reserve Price : **Rs. 8,000/-** (Rs. Eight thousand only)
only.) per month

(Rs. 96,000/- per annum)

C. 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 Centre at (Name of Sports Complex) for a period of 12 (twelve) months as per 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 the 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 fulfil 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
CENTRE AT SUBHASH MOHALLA UNDER PDKP.**

1.
 - (i) Any Firm / Company justifying all the terms and conditions contained in the NIT may quote for grant of license for running a Gym / Fitness Centre at Subhash Mohalla under PDKP, New Delhi.
 - (ii) Change in the constitution / share holding of the licensees after award of the work/ contract will not be allowed under any circumstances.
 - (iii) Delhi Development Authority, may at 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 www.tenderwizard.com/DDA and www.dda.org.in. Intending contractors need to register themselves on the e-tendering website www.tenderwizard.com/DDA to get the USER ID and PASSWORD from M/s ITI Limited, C-9, 1st Floor (Back Side), New Krishna Park, Najafgarh Road, Vikaspuri, Near Janakpuri West Metro Station, New Delhi – 110 018 by paying the required fee and completing the steps specified on the 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 on a year to year basis for a maximum of up to 3 years with an annual increase of 10% of license fees at the sole discretion of the licensor.
 - (viii) **Tender documents can be obtained / downloaded on the e-tendering portal , i.e., www.tenderwizard.com/DDA or www.dda.org.in up to last date of sale on payment of ₹ 525/- (Non-refundable) through RTGS/NEFT and tender processing fee of ₹ 562/- (Non-refundable) should be deposited through e-mode of ITI Limited in favour of “M/s ITI Limited”, payable at New Delhi. The tender will be opened only through online tendering process. Bidders can see their bids opened online after logging into DDA’s e-tendering web site using their User Id and Password.**
 - (ix) The contractor has to request online by filling details of the Demand Draft / Pay Order for Cost of Tender 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.
 - (x) The tenders of only those tenderers shall be opened online, who have submitted cost of tender, earnest money in the proper manner, i.e., up to 3.00 pm on 02.07.2013. No request shall be entertained to deposit the same after the prescribed date and time.
 - (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 tenders that meet the technical requirements would be opened. Date and time for opening of financial bids would be intimated on time on DDA’s website.
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 Centre shall remain vested with the licensor whose officials shall at reasonable hours be entitled to inspect the said Gym/Fitness Centre.
 - a. THAT the licensee shall not use Gym/Fitness Centre 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 Centre 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 the prior 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 a 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, (Name of Sports Complex).
 - g. The agency should be a Proprietorship or Partnership firm or limited company.
 - h. It should have been in the business of fitness i.e., running and maintenance of Gym, providing qualified and trained trainers and managing at least one gym for a minimum of 2 years. The agency should have a team of certified/ qualified instructors/trainers to guide the users of equipment and also have knowledge of high end equipment for at least 15 users at a time.
 - i. Its annual turnover should be a minimum of ₹ 1.5 cr. (for Multigyms with in Complexes) and ₹ 20.00 Lacs (for Multigyms at Green Areas) from running of well known Gym / Health Club/ Fitness Centre for the past two financial years duly certified by a registered Chartered Accountant.
 - j. **The proprietor or at least one of the partners should be a national level sportsperson having won a national medal in any Sports field.**
 - k. The Proprietorship or Partnership firm should have its registered office in Delhi.
 - l. The Proprietorship or Partnership firm 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 fulfil 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 **"Poorv Delhi Khel Parisar"**. 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 fulfilment 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 ₹ 30.00 lacs in favour of Commissioner (Sports), Delhi Development Authority so as to cover Multigym equipment, 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. **The licensee shall submit a performance guarantee in the form of a bank guarantee of ₹ 20.00 lacs of any scheduled bank guaranteed by RBI, on non-judicial stamp paper worth ₹ 100/- within 7 days of execution of agreement to cover any loss on account of rough use/vandalism. The bank guarantee will be got encashed to meet the cost of loss of the equipment, in case the licensee fails to make good the loss.**
6. In order to check the bonafide of the tenderer, documents like copies of payment challans of VAT, sales tax, income tax, etc., experience certificate in respect of previous work handled, bank statement photocopies, income tax TDS certificates, WCT 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.
7. THAT the licensee shall not display or exhibit pictures, posters, statues or other articles which are repugnant to 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.
8. THAT licensee shall not display or exhibit any advertisement in any part of the interior or exterior of the Gym/Fitness centre.
9. THAT the licensee shall have no right, title or interest in the premises licensed to it and shall have no exclusive possession thereof, except for the permission to use the said premises and shall not be deemed to have any right, title or interest in the said Gym/Fitness centre.
10. THAT the licensee shall not be entitled to allow any other person to use the premises in its stead or to use any part thereof. In the event of the death of any partner / proprietor or becoming insolvent, or to be amended or dissolved, prior to the expiry of the period fixed herein, 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.
11. The licensee shall be required to deploy the following minimum number of staff during the timings **of the Gym/Fitness Centre who will be available during the working hours of the Gym/Fitness centre.**

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 Centre.
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 Centre/gym as Chief Trainer/ Supervisor, preferably having participated in Sports events e.g. , Body Building , Judo, Athletics, Aerobics, Weightlifting, Power lifting, Football, Swimming, Wrestling, Boxing, etc.
Trainer	<p>(Morning Shift: Two Gents & 1 Lady Total 3 Nos.)</p> <p>(Evening Shift: Two Gents & 1 Lady Total 3 Nos.)</p>

Qualification	12th Pass or above
Experience	<ul style="list-style-type: none"> • 3 years experience in any well known Fitness Centre, preferably having participated in the sports events e.g. Body Building , Judo, Athletics, Aerobics, Weightlifting, Power lifting, Football, Swimming, Wrestling, Boxing, etc.
Helper (3 Nos. Morning Shift & 4 Nos. Evening Shift)	
Qualification	8th Pass or above
Experience	<ul style="list-style-type: none"> • Having experience of one year in any Fitness Centre.
III. Environment Assistant (One No. Morning Shift & One no. Evening Shift)	

Technical Support:-

- 1) 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 the notice board of the Gym at Subhash Mohalla 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 `1000/- 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 PDKP, which will be deducted from the security deposit available with DDA. Photograph of individuals should also be pasted on the bio-data of individuals for proper authenticity.
- 2) The qualification / experience certificate and other documents as asked for in the tender shall be verified beforehand.
- 3) 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 form part of any other agency which is participating in the tender.
- 4) Frequent changing of manpower supplied by the agency shall be avoided. If any change is required due to exigencies of service, the change will be done only with the prior permission of Secretary-in-charge of the complex.
- 5) **All staff shall be placed only after police verification and confirmation to the Secretary Complex. The agency awarded the work undertakes to ensure that its staff will maintain due courtesies to all users and decorum and not involve in activities detrimental to a conducive environment for operation of the Gym/ Fitness Centre/ Health Centre.**
- 6) 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 Helpers/Environment Assistant who should have thorough knowledge of above aspects. The Helpers/ Environment Assistant will clean the machines every time after use, specially the handles / other parts of the machine, etc., which are in direct contact of the user with antiseptic spray.
- 7) Duties of the staff employed by the agency will be specified separately for each category in the bid.
- 8) All the persons required to be deployed for Gym (Subash Mohalla) should wear uniforms with their name tags.
- 9) **Trainers provided by the agency shall be well certified/qualified (with knowledge of anatomy, physiology, biomechanics , etc.) from any reputed national / international institute and should**

be capable of training and helping people with medical conditions like joint issues, diabetes, high cholesterol, blood pressure, etc.

- 10) **Agency shall provide training to upgrade the fitness trainers and nutritionists from 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.
12. The timings of the Fitness Centre 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

13. THAT the licensee shall also pay all license or other fees/taxes including service tax as payable to the Government or Municipal or Local bodies concerned in connection with the business at the said premises.
14. 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.
15. 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.
16. 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.
17. THAT the licensor shall have the right to terminate the license after giving one month notice without assigning any reason therefore.
18. 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.
19. 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.
20. **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 Centre. 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.**
21. THAT the overall responsibility of the Gym/Fitness centre 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/users of the facility on that behalf.
22. THAT the dealings of the licensee / his employees with the users of the facility of Gym/Fitness Centre 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 any employee of the licensee is found or reported to be misbehaving or is discourteous or is over charging, the licensee shall pay to Delhi Development Authority compensation of a sum of ₹ 500/- (Rupees Five Hundred 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.

23. THAT for minor breach of any terms and conditions, the licensee can be ordered to pay to Delhi Development Authority compensation of a sum of up to ₹ 500.00 per occasion while for major breach the license can be terminated.
24. THAT the licensee would be required to sign an inventory of the fittings and fixtures installed at the premises at the time of its occupation and will be required to hand over the charge of the same without causing any damage at the time of vacating it.
25. 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 its control. The decision of the licensor with regard to the extent and quantum of compensation, if any, to be paid shall be binding upon the licensee.
26. 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 along with the authorized business of the license during the period of license from the premises. The licensee shall not claim any additional facilities other than those available at the time of tendering.
27. 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.
28. **That the rates as approved by the Competent Authority are as given below. (This rate is for Multigyms in sports complexes of DDA. For Multigyms in parks, it is ₹ 20 per day and ₹ 400 per month).**

1) Members (including Temporary Members)	a) ₹ 100/- per day b) ₹ 1000/- per month
2) Non Members	a) ₹ 200/- per day b) ₹ 2000/- per month

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

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

29. The licensee shall charge utilization fees from the users of the Multigyms only as per the daily or monthly approved rates. If any instance comes to the notice of the management that the licensee is charging any other rates, the license can be cancelled forthwith.
30. **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 until 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 the security deposit of the licensee can also be forfeited absolutely by the DDA. Any amount unauthorised collected by the licensee shall have to be re-paid by the licensee to the users/ members from whom the same has been collected.**
31. 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 the licensee from its security deposit, where after the materials shall stand forfeited to Delhi Development Authority.

32. THAT the licensee shall not claim any amount on account of loss of profit or damages for earlier determination of the license.
33. THAT the licensee shall be responsible to take all the necessary steps/precautions to prevent any mishap /accident /loss of life in the Gym/Fitness centre. In case any mishap/ accident/loss of life occur owing to any reason during the subsistence of the license, it shall be the sole responsibility of the licensee and the licensor shall not be responsible for the same in any manner whatsoever.
34. THAT any misrepresentation or suppression of any other material facts shall render the license liable for cancellation.
35. 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 its 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.
36. THAT the security deposit and Bank Guarantee tendered by the licensee shall be released on furnishing a certificate from the Competent Authority that up to date dues/wages of the staff/labour, so engaged by the 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.
37. THAT the decision of Commissioner (Sports), Delhi Development Authority with regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceeding before any court or forum.
38. 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.
39. 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.
40. THAT on expiry of the period of license or on earlier determination or revocation of the license, any belongings of the licensee found on the premises shall be liable to be sold through public auction, unless claimed within a fortnight of the expiry of the period of license or determination or 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 auction/sale of those belongings and the balance, if any, shall be paid to the licensee or its legal heirs, representative, etc., as the case may be.
41. 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 repairs, 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.
42. 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 the licensee shall have no objection whatsoever in this respect.

43. Intending licensees should not have been debarred in the past from tendering in the Sports Wing of 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 DDA apart from forfeiture of the security deposit.
44. THAT in case of breach of any of the conditions as referred to above, or in case any charges, taxes, levies, 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 of the licensee 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 or court of law.
45. THAT any breach of the terms and conditions of the agreement by the licensee shall render the license liable to cancellation. The decision of Commissioner (Sports), Delhi Development Authority in this regard shall be final and binding and shall not be called in question before any Court or Forum.
46. The list of equipment installed is given at Annexure – 'B'. 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.
47. The maintenance of equipment, flooring and the premises within the multigym will be the responsibility of the agency.
48. **The AMC of the equipment will be the responsibility of DDA. However the licensee would immediately inform the Secretary of the complex if any equipment is non functional and requires repair, so that the matter can be taken up by the Secretary with the AMC provider.**
49. In case machines/equipment 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 bank guarantee as referred to in Para No. 5 shall be got encashed by the DDA to meet the cost of damage to the equipment.
50. 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 of 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 proper usage of the equipment is adequately explained to the users.
51. 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 undertake 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 / alterations or other damages that may be caused during the course of installation of any fittings, fixtures, etc. In case of major renovation, the premises shall remain closed and if need be the license may be terminated and fresh tenders invited.

SPECIAL CONDITIONS

52. The licensee shall bear the expenditure on the proper upkeep of the equipment during the license period. No such expenditure shall be borne by Delhi Development Authority.
53. No unauthorized person will be permitted to use the facility of the Gym/Fitness Centre. In such cases, 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.
54. The Gym/Fitness Centre shall remain closed for a day once during the week. At present Monday is treated as 'off-day'. However, the day fixed by the Complex Administration for this purpose shall be final and binding and the same shall be strictly followed by the licensee. The Gym/Fitness Centre shall also remain closed on holidays of National importance such as 26th January, 15th August and 2nd October, or as may be declared closed by the Central/State Government.
55. Debarred agency or individual shall not be permitted to participate in the tendering process.
56. Any individual who has been debarred is not permitted to take part in any negotiations or represent any agency even if he holds a power of attorney on the agency's behalf. Any agency engaging debarred persons is also liable to debarring.
57. The facility would be available for use free of cost to past and present Honorary Members and their dependants.
58. The facility of Gym/Fitness centre would be provided free of cost to the trainees/coaches of DDA Sports Promotion Scheme by the licensee.
59. The licensee will provide the facilities of the Gym/Fitness Centre to the licensor for any purpose as and when required during off peak hours. However, the licensee will be reimbursed the expenses of consumable items and electricity charges as per actuals.
60. The licensee will also pay the Service Tax on license fee, as applicable from time to time.
61. "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".
62. All disputes arising shall be subject to the jurisdiction of Delhi Courts only

Commissioner (Sports)
Delhi Development Authority

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

Signature of the Licensee/Applicant

(Affix Seal/ Stamp)

Place:

Date:

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

FORM – 'D'
LICENCE 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 M/s _____ represented by 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 Subhash Mohalla under PDKP 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 qualified and experienced to run the facility 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 mensem 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 (Name of Sports Complex) and the site around the multigym / fitness centre in a clean, proper and decent condition 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 structures of the multigym nor cause any kind of obstruction to the users of the multigym / fitness centre 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 and 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 and efficient 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 the equipment handed over to it and shall not remove any item from the site of multigym / fitness centre premises at Subhash Mohalla under PDKP thereof without previous approval of the licensor.
7. THAT the licensee shall not display or exhibit pictures, posters, statues 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 advertisement 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 to remove the goods and other material that may be found at the licensed premises. In the case goods are not claimed by the legal heirs/representatives within three weeks of the demise of the licensee, the licensor may by public auction dispose of the same.
11. THAT the licensee shall pay the cost of light, power and water consumed by it at the multigym / fitness centre premises at Subhash Mohalla under PDKP as per the demand of the authorities concerned.
12. THAT the licensee shall also pay all license or other fees or taxes payable to the Government or Municipal or Local Bodies concerned in connection with running of multigym / fitness centre at Subhash Mohalla under PDKP.
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 desires to prematurely terminate the license agreement, it will have to serve a notice of 03 (three) months in advance, from the date it proposes to terminate the agreement , or 3 months license fees in lieu thereof.
15. THAT notwithstanding the other rights, the licensor may at its sole discretion and on such terms as it may consider reasonable, 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, regulations, 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 Subhash Mohalla under PDKP and the general welfare and comfort of the users 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 shall also 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 Subhash Mohalla under PDKP from any cause whatsoever.
18. THAT the overall control and supervision of the multigym / fitness centre premises at (Name of Sports Complex) shall remain vested with the licensor, whose officers or authorized representatives shall have access at all reasonable hours to the said Centre 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.
20. THAT the licensor shall have a lien on all the belongings 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 Subhash Mohalla under PDKP 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 auction 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 war 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 / Engineer 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 / Engineer Member or any nominated officer of Delhi Development Authority acting as sole arbitrator 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 / its employees with the users of the multigym / fitness centre shall be polite and courteous and they shall not indulge in or suffer any anti social activities. The licensee shall also not indulge in any activity which may cause harm to the interests of Delhi Development Authority or its employees.
27. THAT if the licensee allows credit it will do so at its 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 this account.
28. THAT the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in order to inspect and execute any 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 installation of any fitting, fixtures, etc., or owing to inspection of the premises.

29. THAT the licensee shall be responsible for all damages or loss of property due to the reasons for which it or its 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 may be caused by storm, earthquake or any other natural calamities beyond its control .The decision of the licensor in regard to the extent and quantum or compensation, if any, to be paid to it shall be binding upon the licensee.
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 from the premises during the period of the license.
31. 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.
32. THAT all or any of the powers vested in the licensee 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 be exercised by the Commissioner (Sports), Delhi Development Authority 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

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