

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

E-TENDER NOTICE NO. 06 /AO/Sports/DDA/2013-14

On-line tenders are re-invited by the undersigned on behalf of DDA (Sports Wing) for the following works. The tender shall be in two parts viz. Part-I containing 'Technical Bid' and Part-II comprising 'Financial Bid'. Only those agencies / firms /persons having undertaken three similar works during the last three years in government departments / public sector undertakings with annual turnover of minimum Rs. 20.00 lacs, in each year duly certified by a registered Chartered Accountant will be eligible to tender. **The bid not submitted in accordance with the prescribed manner will not be accounted for at all.**

SL.	NIT No. Name of work	Name and Address of Sports Complex	Cost of Tender	Period of Contract	Last date and time of submission of tender	Date and time of opening of tender	Bank Detail
			Tender Processing Fee		Period During which unique transaction Reference of RTGS/NEFT against EMD, Cost of Tender document, E-tender processing fee and other document shall be submitted		
			Earnest Money				
3	NIT No.: -06/PDKP/DDA/2013-14 R/M/O of filtration plant and DG Set of Swimming pool and Deck Area on monthly lincence fee basis at Kani Nagar (Proov Delhi Khel Parisar)	Kanti Nagar Swimming Pool under PDKP near Krishna Nagar Police Station, Shahdara, Delhi- 110051	<u>Rs. 525/-</u> <u>Rs. 562/-</u> <u>Rs. 25,000/-</u>	01.05.13 to 30.09.13	15.05.2013 At 3:00 PM 16.05.2013 At 3:00 PM	20.05.2013 At 2.30 PM	Bank A/c No: - 207100101100467 Name of Bank: - Corp. Bank Branch Name : - Nutan Vidya Mandir, Dilshad Garden, Delhi - 110095 IFSC Code: - CORP 0002071

In Part – I of the tender, i.e. Technical Bid, the tenderer shall upload details of experience i.e. copies of award letters and certificates of satisfactory completion, duly attested, of similar nature of works undertaken by them; authenticated proof showing annual turnover (supported by Balance Sheet), manpower available with them, their bio-data along with photograph, qualifications and experience in the field etc. Copies of uploaded documents should invariably be submitted to concerned DDO along with RTGS /NEFT as stated in above prescribed Column. In case of company / firm, an attested copy of registration certificate and Article of Association is also to be furnished. In Part – II of the tender should contain the amount to be charged by the tenderer per month separately for each work.

Tender documents can be obtained / downloaded on the e-tendering portal i.e. www.tenderwizard.com/DDA or www.dda.org.in up to **15.05.2013 (last date of sale)**. Earnest money amounting to Rs. **25,000/-** and cost of tender document of Rs. 525/- (Non-refundable) shall be deposited through RTGS/NEFT in the account of respective 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 concern 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 and certificate of experience and other Documents shall be placed in single sealed envelope superscripted as **“Earnest money, cost**

of Tender and other 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.

The Technical Bid shall be opened in the presence of intending tenderers or their representatives on the same day at Siri Fort Sports Complex, August Kranti Marg, New Delhi – 110 049 at 3.30 PM. After assessing the technical capabilities of the tenderers, the Financial Bid shall thereafter be opened only of those who are found technically qualified. The date of opening of Financial Bid shall be intimated to the eligible tenderers by either of the modes i.e. Mail / Courier / Telephonically / E-Mail / through website.

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, 8800991861, 8800991844, 8800991845.

**Commissioner (Sports)
Delhi Development Authority**

DETAILS BELOW THIS LINE NOT TO BE PUBLISHED

No F14(66)SW/Coordn./DDA/ 95

Date: - 13.05.2013

Copy forwarded to: -

1. Director (Systems), DDA – through e-mail for DDA website
2. A. O. (Sports), DDA
3. Secretary (Coordn.), Sports Wing, DDA
4. The Secretary, DDA Contractor's Welfare Association, Vikas Minar, I. P. Estate, New Delhi.
5. The Secretary, Builder Associations, E-18, Vikas Kuteer, New Delhi
6. All Secretaries Sports Complexes for displaying on their Notice Boards.
7. All DDOs of Sports Wing for taking further necessary action
8. Notice Board.

**Commissioner (Sports)
Delhi Development Authority**

TENDER APPLICATION FOR GRANT OF LICENCE FOR THE WORK “RUNNING, MAINTENANCE & OPERATION OF DECK AREA SERVICES AND FILTRATION PLANT & DG SET OF SWIMMING POOL AT KANTI NAGAR UNDER PDKP, DDA FOR THE SWIMMING SEASON 2013.

1. Name of Applicant/Company
(in block letters) _____
2. Father's/Husband Name
(in case of individual) _____
3. If firm, name of the partner (Please
upload attested copy of the
partnership deed) _____
4. If company, No. & Date of
Certificate of in-incorporation & the
name of the Managing Director
(Please upload attested copy of
certificate of incorporation). _____
5. Age, if individual _____
6. Full Address
a) Residential (individual and of
Mg. Partner/M.D. in case of
Firm/company & Tel. No. _____
b) Business & Tel. No. _____
7. Experience in running swimming
pools/similar nature of works
undertaken (please upload attested
copy of two latest completed works) _____
8. Reserve Price per month **Rs. 50,000/- (Rs. Fifty thousand only)** _____
9. Amount of **Licence Fee/ per month** Rs. _____ (In figures)
for the period 01.05.2013 to Rupees _____
30.09.2013 or the date of physical
handing over of pool, whichever is _____ Only)
later.
10. Amount deposited on account of earnest money of Rs. 25,000/- through RTGS/NEFT in
account no. _____ with _____ Bank and
Branch _____ (IFSC Code _____).

(Signature of Applicant with Rubber Stamp)

Note: - The above format may be downloaded, filled-in and scanned copy uploaded and the quoted rates of licence fees should not be less than the reserve price as indicated in para 8 above.

CERTIFICATE

I/We the above named tenderer apply to the Delhi Development Authority, New Delhi for grant of licence for the work “Running, Maintenance & Operation of Deck Area Services and Filtration Plant & DG Set of Swimming Pool at “Kanti Nagar under PDKP” for operational period i.e. from 01.05.2013 to 30.09.2013 or the actual date of handing over of the pool site whichever is later under the terms & conditions of the Agreement. I have read and understood the conditions of the tender and hereby accept the same on behalf of contractor. I/We contractor (s) will complete the agreement in the forms prescribed. I/We agree that if I/We failed to fulfill any of my/our obligations under the terms & conditions of the Agreement, the amount deposited by me/us as earnest money will stand forfeited to DDA and this shall not be challenged in any court or forum, whatsoever.

The DDA may at its discretion accept the offer made by me/us above or reject the same without assigning any reason. I/We shall not dispute such acceptance/rejection in any manner whatsoever nor shall I/We challenge the same in any proceedings before any court or forum.

Signature of the Applicant

Dated:

Place:

Name:

Address:

.....

.....

Please affix official

Seal in case of firm/company

Note: - Before tendering for the job, the tenderer may inspect the site and satisfy himself about its location, area and assess the business prospects.

TERMS AND CONDITIONS FOR GRANT OF LICENCE FOR “RUNNING, MAINTENANCE & OPERATION OF DECK AREA SERVICES AND FILTRATION PLANT & DG SET OF SWIMMING POOL AT KANTI NAGAR (PDKP).

1.
 - (i) Any person(s)/Firm/Companies, except a minor, may quote for grant of licence for running a swimming pool at Kanti Nagar under PDKP.
 - (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) Before submitting the tender, the tenderer may inspect the site and satisfy himself about its location, area, equipments and assess its business prospects.
 - (v) 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 required fee and completing the steps specified on above referred website.
 - (vi) Tender shall be for a period of 01.05.2013 to 30.09.2013.
 - (vii) Tender documents can be obtained / downloaded on the e-tendering portal i.e. www.tenderwizard.com/DDA or www.dda.org.in upto last date of sale on payment of Rs. 525/- (Non-refundable) through RTGS/NEFT and tender processing fee of Rs. 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 through online after logging in into the DDA’s e-tendering web site using their User Id and Password.
 - (viii) The tender of only those tenderers shall be opened online, who have submitted earnest money in the proper manner before the date and time of opening of Technical Bid i.e. upto 3.00 pm.
 - (ix) DDA will not be responsible for not getting internet connection / power supply while downloading the Electronic Bid Sheets / Documents or while uploading their offers.
 - (x) 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.
2. THAT the licensee shall pay to the Licensor the licence fee fixed hereinafter by the 10th of every month, in advance.
3. The tenderer will quote licence fee for “Running, Maintenance & Operation of the Swimming Pool of Deck Area Services and Filtration Plant & DG Set at Kanti Nagar under PDKP on monthly basis. Only one tender shall be submitted by each tenderer.
4. Any tenderer submitting tender in different names will be disqualified, his tender rejected and earnest money forfeited.
5. The tender will remains valid for a period of 60 days from the date of opening. If any tenderer withdraws his tender before the said period or seeks any modifications in the terms & conditions of the tender which are not acceptable to the Commissioner (Sports), DDA, his entire earnest money will be forfeited. The decision of the Commissioner (Sports), DDA in this regard shall be final and binding and shall not be questioned before any court or other forum.
6. Only one tender form will be issued to one party.
7. The earnest money of the successful tenderer will be forfeited if he does not fulfill any of the following conditions:-
 - a. **Payment of Licence Fee** for one month in advance.
 - b. **Security deposit equivalent to three months licence fee** in advance through bank draft or in the form of Fixed Deposit Receipt of a Nationalized/Scheduled Bank approved by RBI favouring “**PDKP, DDA**”. The security so deposited shall be liable to be forfeited in the event of breach of any of the clause as contained in the agreement.

- c. **Execution of the Agreement** on non judicial stamp paper worth Rs. 50/- and completion of other formalities.
 - d. **Execution of Licence Deed** under Section 44 of DDA (Disposal of Developed Nazul Land) Rules 1981, on non-judicial stamp paper worth Rs. 100/- (Specimen enclosed)
8. That the monthly licence fee shall be payable in advance on or before the 10th day of each English Calendar month. In the event of licence fee not being paid by the intending licensee in time the intending 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 for single day shall be treated as half month. In case the intending licensee subsequently fails to deposit the licence fee so payable by the end of the next month the licence can be terminated by the Commissioner (Sports), DDA and the security deposit shall stand forfeited.
 9. The licensee shall pay along with the licence fee, the Electric charges on or before 10th of each month. In case of default, penal interest @18% per annum will be charged. The delay in payment by one day shall be treated as delay for 15 days and for more than 15 days, shall be considered as delay for full month and the interest shall be charged accordingly.
 10. The period of licence will be for 5 (Five) years. The contract will, however, be renewed on year to year basis depending upon the performance of the licensee.
 11. The licensee shall be required to deploy the following minimum number of personnel in the operational season who shall be available during the working hours of the swimming pool i.e. from 6.00 a.m. to 9.00 p.m. (the security guards shall be made available round the clock)
 - a. Life Guards (for Main Pool) 3 in each shift
 - b. Attendants 2 in each shift (one lady & one gents).
 - c. Safaikaramcharies 2 in each shift (one lady & one gents).
 - d. Security Guards 3 in each shift of eight hours (round the clock)
 - e. Manager/Supervisor 1 in each shift
 - f. Medical Attendant 1 in each shift

[Note: Morning shift will be of 5 hours i.e. 06.00 AM to 11.00 A.M. & Evening shift will be 3.00 pm to 9.00 pm (6 shifts) but staff will be present from 2.00 pm to 10.00 pm so as to prepare the deck area for the same day & next day].

The minimum qualification of the Manager/Supervisor to be deployed at swimming pool should be "Graduate" from any of the recognized Universities and should be able to converse fluently both in Hindi & English. The medical attendant and life guards to be deployed should be professionally qualified and holding valid certificates from reputed/recognized institutes. They should also have knowledge of first aid and artificial respiration. 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 Swimming Pool at all times. If the required personnel as detailed at above are not available during the shift or part thereof the management shall deduct an amount of Rs. 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 Poorv Delhi Khel Parisar, which will be deducted from his monthly bills. The bio-data of life guards, Photographs of individuals should also be pasted on the bio-data of individual for proper authenticity.

➤ **Life Guard (Skilled):**

Qualification:

- (a) Possess valid life saving / swimming training certificate issued by authorized organization / Institution like NIS / YMCA / YWCA etc.
- (b) Should have experience as life guard for atleast 2 years and able to handle life saving equipments.
- (c) Should be matriculate or equivalent from any recognized University / Board.
- (d) The photographs of the life guards, duly attested by the authorized signatory of the agency, should also be pasted on the bio-data of individual for proper authenticity.

Duty Timings: - 5.30 AM to 1.30 PM and 1.30 PM to 9.30 PM, six days a week except Monday and National Holidays.

➤ **Medical Attendants (Skilled):**

Qualifications:

- (a) Possess valid certificate of having completed First Aid Course from St. John's Ambulance or any other recognized Institution / Organization authorized to grant such a certificate.
- (b) Should be higher secondary or equivalent from any recognized University / Board.
- (c) Should have worked in Dispensary run by qualified doctor or any other reputed hospital.

Duty Timings: - 5.30 AM to 1.30 PM and 1.30 PM to 9.30 PM, six days a week except Monday and National Holidays.

All the persons required to be deployed for running, maintenance and operation of swimming pool including Manager/ Supervisors should wear their prescribed uniforms with their name plates, except life guards who will wear their prescribed dress on duty.

Note: - The agency should provide Identity Card having a photograph duly attested by authorized signatory of the agency to each of the life guards & medical attendants.

12. All life saving equipments, medical kits etc. shall be arranged by the licensee.
13. The entire electric fixture and fittings shall be provided by the PDKP at the time of grant of licence for Swimming pool Deck Area, subsequent wear and tear shall be borne by the licensee and the entire fixture and fittings shall have to be handed over by the licensee to the licensor in good conditions, at the time of vacating the premises on expiry/termination of the contract.
14. That the collection of daily/monthly fees and coaching fee etc. and issuance of pass etc. shall be the responsibility of the intending licensee. The successful tenderer shall ensure that only authorized member holding valid membership authorization cards/receipts are allowed to enter the swimming pool. Non-members shall not be allowed.
15. The intending licensee shall ensure that not more than the persons as are prescribed by DCP (Licensing) are allowed to avail swimming at a prescribed time /shift and that the terms and conditions set by the licensing authority are strictly adhered to.
16. That the licensee shall not use the premises for any purpose other than the one for which it has been tendered and shall not claim any additional facilities than those available at the time of the tender.
17. That the overall control of the premises and supervision of the swimming pool shall remain vested with the DDA whose officers or authorized representative shall have access at all reasonable hours to the said swimming pool or any part thereof.
18. That the Commissioner (Sports), DDA shall have the right to revoke the licence in the event of breach of any of the terms and conditions of this licence as specified in the agreement.
19. The licensee can also act as a coach if he is a qualified coach, to the members visiting the premises for learning swimming.
20. The licensee will make arrangements to provide cleaning material at his own cost for maintaining the premises of the swimming pool Reception, Change Room, Toilets, Deck Area, Green lawn etc. and shall keep surroundings neat and clean at all times. Special care will be taken to keep toilets in excellent conditions and for this purpose adequate number of sweepers will be deployed by him. The licensee so selected shall strictly adhere to the instructions issued by the Commissioner (Sports), DDA or his authorized representatives for keeping the premises neat and clean. Failure to do so shall attract penalties of Rs. 1000/- on each occasion. The decision of Commissioner (Sports), DDA shall be final and binding and shall not be challenged in any court or forum.

21. The agency will take over the pool after due inspection in presence of the concerned staff. Once the agency has been given the possession of the Swimming Pool for R/M/O then the entire responsibility for any minor/major repairs shall be the responsibility of the agency. The agency will get the repairs done as early as possible. In case it is not possible for the agency to get the necessary repairs executed within a reasonable time period as deemed fit by the DDA then the work shall be executed by the concerned complex at the risk and cost of the agency. No waiver in the licence fee for closure of the pool for any reason whatsoever will be entertained.
22. The concerned JE (E) will prepare the estimated electricity bill on current prevailing electricity rates and flat rates will be charged, which will be part of the contract. No equipment other than those provided at the time of handing/taking over will be permitted to be used. JE (E) will ensure that no additional electricity load bearing equipment is used.
23. It will be the responsibility of the agency to arrange the licence from the Licensing Department of the Delhi Police and the Health Trade Licence from MCD. However the complex will provide necessary assistance wherever required. The agency will obtain the licence within the prescribed period. If there is any delay in operating the pool due to failure of the Agency to obtain the licence in time, it shall be the responsibility of the agency and appropriate action against the agency will be initiated by the complex.
24. If no eligible agency bids for running of Pratap Nagar and Kanti Nagar swimming pools on license fee basis as has been the case in the past years, then any agency providing manpower for deck area and plant room can be asked by the concerned Complexes to run the swimming pool at pro rata rates and an undertaking shall be sought that they will provide manpower for any DDA swimming pool including, those in green areas, if required by DDA during the swimming season 2013, failing which such agency will be debarred for further tendering in Sports Wing.
25. Proper notice boards and barriers etc. will be put by licensee at his own cost.
26. No unauthorized person will be permitted to enter the premises of the swimming pool.
27. On completion of the period of licence or on prior termination thereof, the licensee shall peacefully remove his materials from the sites. If the licensee does not remove materials within a fortnight from the date of service of notice, DDA shall remove the same at the risk & cost of licensee. The cost/ expenses shall be recovered from the security deposit.
28. The licensee shall not claim any amount on account of loss or profit or damages for earlier termination of the licence.
29. No liability against DDA shall be created in respect of any dispute that might arise between the licensee and his employees/workers and any other person in respect of the liabilities of the licensee.
30. The operation and supervision of the swimming pool shall be the responsibility of the licensee. In case, any member/users are found violating the rules/regulations misbehaving, the said licensee shall report the incident to the Commissioner (Sports), DDA / Management immediately.
31. The licensee shall be responsible for all the necessary steps/precautions to prevent any mishappening / accident / loss of life in the pool premises. In case if any mishappening /accident / loss of life occurs owing to the negligence on the part of the licensee or his staff, the licensee shall be held responsible and liable for all the consequences/liability arising there from and that the DDA/Management shall not be responsible / liable in any manner for any mishappening/accident / loss of life occurring in the Swimming Pool premises.
32. The licensee shall abide by the rules and regulations as laid down vide “the Union Territory of Delhi Swimming Pool (Licensing and Controlling) regulation 1980” and conditions laid down in the maintenance and running of Swimming Pool and any other law/act in force. He shall also be responsible to ensure that rules and regulations as laid down by the management are enforced strictly and are properly adhered to by him as well as by his staff.
33. Any misrepresentation or suppression of material fact shall render the licence liable for cancellation.

34. The licensee would ensure that if any pass holders/users has visible sign of any skin disease/ailment, he/she will not be permitted to use the pool.
35. The licensee would be responsible that no damage loss is caused or allowed to be caused to the swimming pool and to the furniture/fixture etc. and other articles. In case if any damage/loss is caused due to him on by his workers/staff, it will be made good by the said licensee. The decision of Commissioner (Sports), DDA shall be final and binding on the licensee.
36. The licensee would submit fortnightly labour returns to the Commissioner (Sports), DDA or the officer so authorized by him indicating therein the number of staff/workers employed by him and also the position regarding salary wages paid to them. He would be responsible to ensure that the provisions as laid down in the minimum wages act and in any other Act or rules as may be in force from time to time are strictly and properly adhered to and DDA will not be responsible for any such act or deed remaining unfulfilled on the part of the said licensee.
37. For non submission of the fortnightly labour return or for violation of any rules/regulations, the licensee shall be liable to pay Rs. 1000/- for each default and the decision of Commissioner (Sports), DDA shall be final and binding in this regard.
38. That the amount of security deposited 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), DDA or any other officer so authorized by Commissioner (Sports), DDA that no amount is outstanding against him on any account what-so-ever before release to security deposit. No interest shall be payable on the amount of security deposit.
39. The decision of Commissioner (Sports), DDA 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. The terms and conditions of licence can be changed by the licensor at any time with the consent of the licensee.
40. All or any of the powers and rights exercisable by Delhi Development Authority in respect of tender shall be exercisable by the Commissioner (Sports),DDA and the licensee shall not have any objection whatsoever in respect thereof.
41. Based on the above terms and conditions an agreement, at the cost of the tenderer, shall also be got executed before allowing the operation of Swimming Pool.
42. That the security deposit shall be released only on successful completion of the licence and after the removal of all goods and material and discontinuing the operation of the pool by the licensor. In case any money/amount is due to DDA under the terms and conditions of the agreement / licence deed the same shall also be recoverable from the said security deposit. In case of dispute in respect of such dues the decision of the Commissioner (Sports), DDA shall be final and binding.
43. That the licensee shall bring and continue to keep all necessary equipments and shall not remove any item from the site of swimming pool without prior approval of licensor.
44. The licensee shall not display or exhibit pictures, poster, statue or other articles which are repugnant to the moral or are indecent in nature or of other improper character. It is expressly agreed that the decision of the licensor in this behalf shall not be a subject matter of dispute.
45. That the licensee shall have no right, title or interest in the premises licenced to him nor shall be deemed to have possession thereof, except the permission to use the said site. The possession of the Swimming Pool shall continue to rest with DDA for all intents and purposes.
46. That the licensee shall not be entitled to transfer or sub-let any premises. He shall also not be allowed to use any part thereof for any other purpose. In the event of the death of the licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm/company prior to the expiry of the period fixed here-in-after, the licensee shall stand terminated automatically and the representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the

heirs or representatives will be permitted after discharging the liability if any to remove the goods and other equipments that may be found at the licenced premises. In case if goods are not claimed by the heirs or representatives within four week from the date of demise of the licensee, the licensor may by public auction dispose of the same.

47. That notwithstanding, the other rights licensor may its sole discretion and on such terms as may be considered reasonable by it, grant relief to the licensee against forfeiture of security deposit, imposition of interest on termination or revocation of the licence.
48. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor from time to time may issue or adopt or for the care, protection and administration of the Swimming Pool and the general welfare and comfort of all employees and connected persons.
49. That the licensor shall not be responsible for the safety of persons or any material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee at any time in, on, upon or around the said premises from any cause whatsoever.
50. That on expiry of the period of the licence or on earlier termination or revocation of the licence under the terms and conditions thereof any belongings of the licensee found on the premises shall be liable to be sold though public auction unless claimed within 4 weeks of the expiry of the period of licence or termination or revocation of the licence as the case may be. The licensor shall be entitled to utilize out of the proceeds of such sale, the amount due to licensor from the licensee and the balance amount shall be refunded.
51. That the licensor shall have the right to terminate the licence by giving 15 days notice without assigning any reason thereof. However, in case, serious irregularities/violations are found the possession of the site shall be resumed back forthwith even without service of the notice and licensee shall have no objection for the same. The decision of Commissioner (Sports), DDA shall be final and it shall not be challenged in any court of law/forum.
52. That in case the said site is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the licence shall stand cancelled automatically and the licensee shall not claim any damage or loss of profit.
53. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of the premises.
54. That the dealing of the licensee/his employees with the officials of the Sports Complex and the members shall be polite and courteous and he shall not indulge in any antisocial activities. The licensee shall also not indulge in any anti-activity which may cause harms to the interest of the Delhi Development Authority or its employees.
55. That the licensee shall have no objection if the licensor or its employee enter the premises for inspection and or executes any structural repair, additions or alternation at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time and for the purposes 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 fitting, fixtures, etc.
56. That the licensee shall be responsible for all damage or loss of property due to the reasons for which he or his servants are directly responsible for all damage or losses of property due 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 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 to it shall be final and binding upon the licensee and shall not be called in question.
57. That in case any amount becomes due against the licensee in respect of any matter covered under this licensee deed, the same can be recovered as arrears of land revenue.

58. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this licence or recovery of any dues in respect thereof or connected therewith shall be exercised by Commissioner (Sports), Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.
59. That in case of breach of any of the conditions as referred to above, or in case any charges, tax or any other amount is not paid or for any other reason, the Commissioner (Sports) shall have the right to terminate, cancel and or revoke the licence and cause the material to be removed from the complex without any compensation.
60. That the decision of Commissioner (Sports), DDA in regard to interpretation of these terms of the agreement shall be final and binding and shall not be called in question in any proceedings before any court or forum.
61. The swimming pool shall remain closed for a day once during the week. 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.
62. That the DDA have fixed the rates of fees to be charged by the licensee for monthly, staff, daily passes, school and colleges, coaching fee and swimming meet as per the details given below and it shall be the responsibility of the licensee to ensure that these rates are strictly followed. In case of violation of this clause action for termination of the contract shall be taken.
 - a. Monthly pass (Pass Holders only) Rs. 250/- per month
 - b. Monthly pass (Non-Pass Holders only) Rs. 500/- per month
 - c. Daily Dip (Pass Holder Only) Rs. 15/- per dip
 - d. Daily Dip (Non-Pass Holder) Rs. 30/- per dip
 - e. Coaching fee each person (for one hour daily) Rs. 500/- per month

The pass holder of PDKP shall be permitted to use the swimming pool facility on daily dip basis if the capacity of the pool so permits. No monthly passes shall be issued to the non-pass holders of any other Sports Complex.

63. The Honorary Members including their dependents would be exempted from payment of admission fee/coaching fee
64. The rates for DDA Staff having membership of the complex will be as under:-
 - a. Rs. 15/- Daily dip
 - b. Rs. 100/- Monthly pass
 - c. Rs. 500/- Seasonal pass
65. That the licensee shall be accountable directly to the member for providing better services/ coaching in lieu of charges received from the members and the licensor shall not be responsible on this account.
66. That the licensee shall not sub-let any or whole portion of the swimming pool premises. In case of any breach it shall tantamount to cancellation of licence and forfeiture of security deposit. The decision of Commissioner (Sports), DDA shall be final and binding and shall not be called in question in any court of law/forum.
67. In case the licensee decides to hold any swimming meet he shall get the programme approved from the Commissioner (Sports) at least one month in advance. The program shall contain the details of the event, number of participants and the days and timings of such meet.
68. The licensee shall display the rates as mentioned in clause 57 above at three/ four sites all times and shall abide by the rates as fixed by the management and for this purpose he will issue proper receipts of the money received by him to the pass holders. He shall also be held accountable for any act or deed done by his staff/employees as regard to the charging of the rates. Any complaints for over charging etc. will be viewed as violation and breach of terms and conditions and licence shall be cancelled.
69. The Honorary Member of the Sports Wing and their dependents would be exempted from payment of swimming charges/coaching fee.

70. The tenderer is advised to go through the terms and conditions as mentioned above carefully. He should quote his rates as per terms and conditions in the tender documents and that no conditional offer shall be acceptable. Commissioner (Sports), DDA reserves the right to reject the conditional offer summarily.
71. Cleaning and Sweeping Material: Material such as dusters, mops, detergents/washing powder, brooms, sponges, buckets, phenyl, acid, toilet disinfectant, odonil, freshener in each toilet, toilet roles, toilet soaps etc should be provided by the licensee. He shall also maintain adequate stock of these items in swimming pool.
72. The work comprising of running, operation and maintenance of Deck Area alongwith maintenance of general internal lighting, security light and all plumbing job, sanitation etc. of the Deck area i/c change room reception, lobby toilets and attached green area of swimming pool will be looked after by the agency.
73. Name of Director / Proprietorship Firm etc – Needs to be authenticated and should be brought out clearly in the tender document/press notification. It will be mandatory to give the name of Directors / Partnership Firm etc. in the tender documents with proper signatures and official seal. The same person / authorized person will only be allowed to attend the negotiations.
74. Latest Life Saving Equipment – Latest life saving equipment including resuscitation aids should be acquired. Medical attendants, life guards, coaches etc must be fully conversant with the use of a operation such equipment.
75. Risk in Cost Element – In case the agency withdraws in the middle of the contract period, the pool would be run at the risk and cost of the agency / licensee.
76. The work shall be carried out as per CPWD General Specifications for the electrical works and also as per Indian Electricity Rules and to the entire satisfaction of the Engineer in-charge.
77. The work comprises of running, operation and maintenance of the filtration plant and pump with all their control valves, electrical pannel and general internal lighting security lights and all plumbing jobs in the Filtration Plant Room will be looked after by the agency.
78. The licensee shall employ trained and competent staff preferably qualified from ITI to operate the pump sets, filtration plant and other accessories on all days at the timings to be decided by the Complex Administration.
79. The filtered water shall have to be maintained as per IS. 3328-1993 and other relevant codes and results to be recorded in the log books.
80. The log book and complaint register is to be maintained in proper form as agreed upon between the Complex Administration and the licensee. The same shall have to be kept upto date and signed daily by the operational staff. These should be prepared separately for each month and will be submitted to the office of the Secretary alongwith monthly bills and shall remain the property of the sports complex.
81. The licensee shall have to maintain an attendance register of the staff and the same should be available at site.
82. In case of disobedience or misbehavior by the workers, the Commissioner (Sports) or his authorised representative may ask for removal of such person from site of work for which licensee shall have to act promptly.
83. All the allied accessories/measuring instruments, servicing devices etc. should be kept in working order and if any damage is done to the pumping sets, equipment and their accessories etc, installed in the pump house due to negligence of staff of the licensee, the licensee shall have to rectify the damages at his own cost and in case if the licensee does not rectify the damages within one week of occurrence the same shall be got rectified/ replaced at the risk and cost of the licensee.
84. The following minor repair / maintenance work will have to be carried out by the licensee within the quoted rates. The record in respect of maintenance done is to be entered in the log book maintained at the site of work: -

- a. Replacement of coupling bush/tyre type coupling nuts bolts etc.
- b. Replacement of gland dori as and when required at site of work.
- c. Servicing and greasing of pumping sets at least once in two months.
- d. Replacement of burnt rewire-able fuses, HRC fuses links, conductor kits, coils relays, MCBs etc.
- e. Wire brushes, suction sweeper brushes, ropes, nets, suction hose pipe etc. shall have to be arranged by the contractor within the quoted rates.
- f. Repair / Replacement of incandescent lamps/florescent tube rods, Halogen / Metal halide Tubes and all plumbing jobs in the filtration plant room and the deck area including the change rooms, lobby and security lights, i/c minor repairs/replacement of cables, choke & burnt motor, starter, pump set, main switch and other accessories & fire fighting system.
- g. Replacement of rubber packing of foot valves as and when required.

- 85. Co-ordination with DVB is to be kept in case of failure/faults in supply/ fluctuation in voltage etc.
- 86. No overtime shall be paid to the licensee by the deptt. in any shape.
- 87. The licensee will display the chlorine contents of the swimming pool water on the notice board before every swimming session.
- 88. The agency shall quote the quantities of all the chemicals/material to be used daily for treating water in order to achieve the results as per IS: 3328-1993 and relevant codes at the time of tendering.
- 89. The contractor shall inspect the site of water treatment plant/swimming pool of water capacity before tendering, in order to have thorough knowledge of the plant machinery.
- 90. During the non-swimming hours the licensee shall have to clean the water as per IS: 3328-1993 and relevant codes with help of chemical doses, suction sweeper pumps, wire brushes, nets with handles etc.
- 91. The licensee will intimate the Commissioner (Sports) or his authorised representative about the major break down, well in time, which shall be carried out by the department.
- 92. Electric tools required for the preventive maintenance and repairing etc. shall be arranged by the licensee and nothing extra shall be paid on this account.
- 93. Watch & ward during day/night of the pump house/plant room will be the responsibility of the contractor. The contractor will provide staff during night shift for watch & ward of pump house/plant room. Any loss due to theft/pilferage etc. will be borne by the licensee.
- 94. The licensee will be responsible for running and maintenance including lowering & lifting of submersible pump set also to keep the water in the swimming pool upto the desired level.
- 95. All the safety precautions /devices/ equipments / fire extinguishers at the site for handling of chlorine gas and other chemicals shall have to be arranged by the licensee within the quoted rates.
- 96. All the material to be used at site shall have to be got approved from the Engineer in-charge.
- 97. Consumable items shall have to be brought at site within the quoted rates & nothing extra shall be paid on account of cartage.
- 98. All the chemicals i/c chlorine gas required for treating the water shall have to be arranged by the licensee within quoted rates.
- 99. Arrangement of Diesel and lubricants for the Diesel Generating set installed in the premises for any power break down shall be made by the licensee at his own cost and nothing extra shall be payable on this account. Likewise the responsibility for maintenance of Battery and allied equipments attached to D.G. set shall be the responsibility of the licensee.
- 100. The responsibility for upkeep of plant and machinery shall be of the licensee. He shall also be responsible for repairing and rewinding of burnt out motors for which nothing extra shall be payable.

101. The licensee shall be required to deploy the following minimum number of personnels in the operational season who shall be available during the working hours of the swimming i.e. from 6.00 a.m. to 9.00 p.m. The plant operator shall be made available round the clock. If the required personnels as detailed below are not available during the shift or part thereof, the management shall deduct an amount of Rs.1000/- for each person per day. Besides, the management can itself deploy personnels as and when such deficiency in staff deployment is noticed and the pay of these personnels will required to be paid by the licensee which will be deducted from his monthly bills.
- | | |
|-----------------------------------|-------------------------------|
| a. Electrician/D.G. Set Operator | - One per day |
| b. Plant Operator | - One in each shift of 8 hrs. |
| c. Suction sweeper /helper –4Nos. | - Two in each shift |
102. The entire electric fixture and fittings shall be provided by the PDKP at the time of award of work for the pool. Subsequent wear & tear shall be borne by the licensee and entire fixtures and fittings shall have to be handed over by the licensee to the PDKP in good condition at the time of vacating the premises on expiry/termination of the contract.
- 103. The maintenance of suction sweeper machines including providing of suction sweeper and running and maintenance and watch and ward of submersible pump set/ treatment plant of capacity 20000 gallons/hours shall be the responsibility of the licensee. For treatment of the water and chemicals required to achieve the results as per IS : 3328-1993 and other relevant clauses shall be the responsibility of the licensee. The running of plant shall be governed strictly as per the specifications under the terms and conditions. For this purpose a qualified Electrical/Mechanical Engineer/Supervisor shall have to be engaged by the licensee during the operational period of the pool. At the time of handing over the possession of the pool to the licensee by Department, a list of tools, plants and inventory shall be handed over by the department. Licensee shall be responsible for the safety and proper maintenance, wear and tear of the same. At the time of closure /termination of the contract the contractor shall have to return the inventory of the treatment plant in good condition to the department.**
104. In the event of the contractor committing minor breach of any of the terms and conditions of the contract or any of the special conditions prescribed in standard terms & conditions or of any rules or regulations made by the sports complex, a fine of Rs. 1000/- can be imposed for each and every such instance, while in case of major breach the contract shall stand terminated and the security amount shall stand forfeited to DDA. The PDKP shall thereafter be entitled to re-enter the premises and deal with it in any such manner as deemed fit.
105. That the licensee shall be responsible for maintaining the water in the swimming pool as per IS-3328-1993. He shall also be responsible for proper cleanliness of scum channel to achieve the desired results.
106. The agency shall get the water tested from approved water test house of the MCD or any other local body every month at his own cost. The test should conform to IS-3328-1993.
107. Notwithstanding the penalty prescribed in condition No. 99 (above) for minor breach of any of the terms and conditions of the contract, if the swimming pool has to be closed due to poor quality of water, a fine of Rs. 10000/- will be imposed for each and every such instance / default. In the event of recurrence of such fault for more than 3 times during the operation period, the contract shall be terminated and the EM/SD amount shall stand forfeited to DDA. The licensor shall thereafter be entitled to re-enter the premises and deal with it in any such manner as deemed fit including debarring the defaulting licensee for future tendering in DDA Sports Complexes. The decision of Commissioner (Sports), DDA as regards to the extent to the failure on the part of agency and as regard to the quantum of fine shall be final and binding upon the licensee and shall not be called in question in any court of law or forum. In such events, the PDKP shall also be entitled to employ any other agency / individuals to operate the pool and the expenditure on their salary, etc. will be borne by the licensee over and above the aforementioned fine and the amount will be recovered from the security deposit.
108. Name of Director / Proprietorship Firm etc. needs to be authenticated and should be brought out clearly in the tender document/press notification. It will be mandatory to give the name of Directors / Partnership Firm etc. in the tender documents with proper signatures and officials seal. The same person/authorized person will only be allowed to attend the negotiations.

109. The licensee would submit fortnightly labour reports to the Commissioner (Sports), DDA or the officer so authorised by him indicating there in number of staff/workers employed by him and also the position regarding salary/wages paid to them. He would be responsible to ensure that the provisions as laid down in the minimum wages Act and in any other act or rule as may be in force from time to time are strictly and properly adhered to and DDA will not be responsible for any such act or deed remaining unfulfilled on the part of the said contractor.
110. That the PDKP shall not be responsible for the safety of persons or any material or articles belonging to the contractor and also shall not be liable for any damage or injury to the property of the contractor at any time in, on, upon or around the said premises from any causes whatsoever.
111. The chemical required will also includes the supply of sufficient quantity of chlorine gas as and when required to make the quality of water as per IS-3328-1993.
112. Agency should quote their rates for the following work, i.e.
- a. Running, Maintenance and Operation of swimming pools Deck Area, Filtration Plant & DG Set including Toddlers' Pool on monthly licence fee basis.
 - b. Service Tax as applicable from time to time will also be payable by the agency.
 - c. Period of Contract – 01.05.2013 to 30.09.2013 or the actual date of handing over of pool site whichever is later to 30.09.2013.

Keeping in consideration that for any particular pool the swimming season may not be for the entire season i.e. from 01.05.2013 to 30.09.2013 due to various reasons such as non-timely readiness in operating pool, or carrying out repairs / renovations to the pools and as a result for any particular pool the actual swimming season may start later than 01.05.2013 or end before 30.09.2013. The rates quoted would be on monthly basis irrespective of the actual period of running of individual pool and no compensation whatsoever would be payable to agencies, if pools are not operated for the entire swimming season or part thereof.

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

Commissioner (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 _____

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

(To be submitted with Non-Judicial Stamp Paper worth Rs. 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 Shri _____ S/O Shri _____ R/o _____ (hereinafter called 'the Licensee').

Whereas the Licensor is willing to grant the Licensee a license for use of swimming pool premises subject to the terms and conditions specified hereinafter.

WHEREAS the Licensee _____ for grant of a license for running of swimming pool at Kanti Nagar is willing to get license granted to him on monthly license fee of Rs. _____.

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

NOW, THEREFORE, IT IS MUTUALLY AGREED: -

1. THAT in consideration of payment of Rs. _____ (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 licence fee quoted by the licensee for due and proper performance of these presents and also willingness of the licensee to pay Rs. _____ (Rupees _____ only) per mensum for _____ the licensor grants unto the licensee and authorises him to use the said swimming pool premises subject to the conditions hereinafter appearing **for a period from 01.05.2013 to 30.09.2013.**
2. THAT the licensee shall keep and maintain the swimming pool at _____ and the site around the swimming pool in a clean, proper and decent conditions, well equipped with _____ and shall not suffer the premises to be in a bad state of affairs during the currency of the period of licence and shall not in any manner damage the wall, fixer or other structure of the _____ complex nor cause any kind of obstruction, to the user of the swimming pool at _____ 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 swimming pool premises in a clean and hygienic conditions 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 swimming pool 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 swimming pool premises at _____ 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 licence 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 swimming pool premises at _____ as per the demand of the authorities concerned.
12. THAT the licensee shall also pay all licence or other fee or taxes payable to the Government or Municipal or Local Bodies concerned in connection with running of swimming pool business at _____.
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 licence.
14. THAT if the licensee desired to close down the business within the period of licence, 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 licence period by the difference between the licence fee and the highest licence 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 licence.
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 swimming pool at _____ and the general welfare and comfort of _____ 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 swimming pool premises at _____ from any cause whatsoever.
18. THAT the overall control and supervision of the swimming pool premises at _____ 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 licence in the event of breach of any of the terms and conditions of this licence specified herein.
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 licence or on determination or revocation of the licence under the terms and conditions hereof, any belongings of the licensee found in said swimming pool premises at _____ shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of licence or determination or revocation of the licence 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 licence 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 licence shall 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 licence, the same shall be referred to the sole arbitration of the Vice-Chairman / Engineer Member, Delhi Development Authority whose decision shall be final and binding on both the parties. The licensee shall not object to the Vice-Chairman / Finance Member of the 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 swimming pool 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 may 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 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 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 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 alongwith the authorized business of the licensee during the period of his licence.
31. THAT the licensee shall not keep any animal or conveyance in or outside the premises.
32. THAT in case any amount becomes due against the licensee in respect of any matter covered under this licence, 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 licence 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)

LICENCEE

WITNESS

- 1.
- 2.