



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

Regd Office: - SCO 121-122, Sector 17-B, Chandigarh – 160017

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E-TENDER

E-Tender for licensing out entire Health Club premises in Hotel Mountview, Sector 10, Chandigarh for a period of 5 years on monthly license fee.

Offers are invited from interested entities for managing and operating Health Club & Spa including Beauty Parlour in Hotel Mountview, Sector-10, Chandigarh. The facilities of the Spa & Health Club should be at par with international standards of quality services. The detailed information regarding eligibility criteria and terms and conditions of e-tender for allotment of health club in Hotel Mountview Sector- 10 Chandigarh on license basis are as under: -

1. In these terms and conditions unless the context otherwise required:-
 - i. "Licensor" means the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh,
 - ii. "Licensee" means, a person, a firm or a company to whom the premises including swimming pool is allotted in Hotel Mountview, Chandigarh, a unit of Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.
 - iii. "License fee" means, the sum of money payable monthly by the licensee in accordance with the terms and conditions of license in respect of premises allotted by the licensor.
 - iv. "License" means, the allotment letter containing the detailed terms and conditions of allotment of premises.
 - v. "Health Club" means air-conditioned/non-air-conditioned premises including Swimming Pool, Beauty Parlor, Spa etc. located at Hotel Mountview, Sector-10, Chandigarh,
2. The bidder may also visit site and contact Sh. Sandeep Kapoor, Dy. General Manager (Hotel Mountview), Sector 10, Chandigarh at Mobile No.81466-22288.
3. CITCO is desirous of licensing out Health Club including Gym, Spa Beauty Parlour and swimming pool in Hotel Mountview, Sector 10, Chandigarh to an reputed and

experienced agency who would be required to equip the facility with modern fitness equipments and deploy well trained attendants for managing the facility commensurate with the status of a five star hotel by providing state of the art facilities.

4. The site of SPA & Health Club is a air-conditioned premises located at Hotel Mountview, Sector 10, Chandigarh. The following is the detail of approximate areas of the facilities proposed to be licensed out:-

1.	Ground Floor (Common Areas)	Area (Approx)
a)	Swimming Pool	2000 Sft.
b)	Cardio + Gym	1650 Sft.
c)	Saloon/Beauty Parlour with attached Toilets	550 Sft.
d)	Ent. Lobby reception	250 Sft.,
2.	Ground floor (For Gents)	
a)	Jacuzzi, Massage, Corridor, Steam, Sauna, Change Room	855 Sft
b)	Toilets	250 Sft.
3.	Basement(For Ladies)	
a)	Lobby, Special Care, Pedicure, Skin Care	520 Sft.
b)	Therapy Room	220 Sft.
c)	Toilets	100 Sft.
d)	Steam/Sauna/Changing Room/Jacuzzi/Massage	660 Sft.
e)	Corridor/passage	700 Sft.

5. The facilities to be provided to the guests in Health Club & Spa shall consist of rejuvenating Spa, Steam Bath, Jacuzzi, Massage, Yoga, Unisex Saloon etc. At the Swimming Pool facilities of swimming with proper life guards and coaches will have to be provided. The tenderer will be free to organize and run other co-related activities, which could include nutritional counseling etc. subject to prior consent of CITCO.
6. The facilities to be provided to the guests in Health Club & Spa shall consist of: -

Sr. No.	Particulars
A	Swimming Pool
B	Cardio Unisex Gym facility Gym
C	Jacuzzi, Massage, Corridor, Steam Bath, Sauna, Changing Room, rejuvenating Spa etc for men and women separately.
D	Ladies Beauty parlour-cum-Gents Saloon, Massage including Lobby, Special Care, Pedicure, Skin Care
E	Entrance Lobby reception
F	Toilets for men and women separately.
G	Corridor/passage

At the Swimming Pool, the facilities of swimming with 2 life guards/ coaches will have to be provided by the Licensee. The tenderer will be free to organize and run other co-

related activities, which could include nutritional counselling etc. subject to prior consent of CITCO.

7. Mountview, being a 5 star hotel, where existence of Health club facilities are of utmost importance, the highest bidder/ agency has to ensure that during the renovation period, the health club facilities would never be stopped, and the same will be provided during the renovation period also by making separate enclosure or any other viable via media to ensure continuous providing of health club facilities to guests of Hotel.
8. The licensee shall not make any alterations or additions in the said Health Club after the completion of renovation work without obtaining prior written approval of the licensor or remove there from any of the Licensor's fixtures or fittings therein.
9. The selected tenderer shall be required to bring and install modern heavy duty brand new Health equipment and machinery (as per list enclosed at Annexure-I) for general physical exercises/fitness. The equipment should be in brand new condition of Technogym, Matrix, Johnson, Sports Arts, Life Fitness, etc.
10. Health Club with new equipment shall have to be made operational by the selected tenderer within 60 days of the issue of letter of allotment.
11. The license shall be awarded on "as is where is" basis.
12. The Licensee shall be required to do as under: -
 - i. To furnish/renovate/upgrade permanent fixtures and furniture including false ceiling etc. already available at their own cost. On expiry of the agreed license period, ownership rights of permanent fixtures renovated/ upgraded by the licensee shall vest with the licensor without any consideration. The licensee shall, however, be allowed to remove movable items like furniture, health club equipments etc provided/ installed by them.
 - ii. To pay the monthly license fees by 7th of each month and other dues like electricity, water etc within 5 days of raising the same by HMV, CITCO.
 - iii. To bear all expenses incurred to run the Health Club facilities including staff salary, Air condition charges, electricity and water expenses etc. (Sub-meters shall be installed for working out the electricity and water charges and if the same is not possible, then the expenditure on electricity and water charges shall be worked out on the basis of actual consumption as raised by Licensor at hotel site). The licensee will be responsible for meeting the operational

expenses for running the Health Club, staffing (including uniform) etc., expenses on training of their staff, advertisement/publicity and sales promotion etc. The maintenance /repair of the machines/fixtures etc. including those made available by the licensor shall be the sole responsibility of the licensee. Cleaning and maintenance of the “Health Club Premises” shall also be responsibility of the Licensee.

- iv. To allow room guests of the Hotel free use of Swimming Pool and Gym.
- v. To provide linen including Towels to guests including room guests using Pool facilities;
- vi. To provide consumable and services required in connection with operation of Spa, Health Club, Swimming Pool Beauty Parlour and other facilities.

13. **Pre Bid Meeting**

TIME LINES: - IF ANY OF THE FOLLOWING DAYS HAPPEN TO BE A HOLIDAY, THEN NEXT WORKING DATE AT THE GIVEN TIME SHALL BE MILESTONES DATE AND TIME AND ACCORDINGLY DAYS SHALL BE COUNTED FROM THE DATE OF PUBLISHING OF BID

Sr. No.	Milestone	Day and time/ timelines	
1.	Pre-Bid Meeting	10 th day at 11.30 A.M.	All the timelines shall be operative from the date of uploading of tender documents.
2.	Response to Bidder's Queries	20 th day at 5.00 P.M.	
3.	Last date for Submission of Bids	30 th day at 5.00 P.M.	
4.	Opening of Technical Bids	31 st day at 12.00 P.M.	
5.	Opening of Financial Bids	To be informed later.	

A pre-bid meeting shall be organized on as mentioned in the above table at Hotel Mountview. Intending bidders are required to bring along their queries in legible typed format (English). If possible the queries shall be settled at that time or CITCO will upload replies to queries within 10 days at e-tender site. Any corrigendum/addenda to tender document shall also be uploaded at e-tender site, and its responsibility of bidder to notice and watch e-tender site. CITCO will not send emails, replies to any individual bidder.

14. **Eligibility Criteria: -**

- a) The tenderer should have minimum 5 (five) years experience of managing/operating/running at least one Health Club of repute/ Beauty Parlor of international standard commensurate with the level expected in a 5 star hotel property. Tenderers having franchise of reputed agencies with requisite experience as mentioned above are also eligible to participate in the tender.

OR

The tenderer should have commercial space from where he is managing/ operating/running Health Club of repute/ Beauty Parlor of international level,

which should be atleast 5 (five) years old. The tenderer should also have good reputation of providing the said services in commercial areas and have goodwill, name and fame etc.

For the purpose, please attach documents showing either ownership or Rent Deed. If required, Committee may also inspect the same.

- b) The tenderer shall submit certificate from their bankers about their sound financial background and credit worthiness.
- c) The bidders fulfilling the following criteria will be only considered for participation in bid:-

Financial year	Net profit after tax	Losses accumulated OR net loss after taxes	Net worth	Annual Trunover
2023-24				
2022-23				
2021-22				
2020-21				
2019-20				
2018-19				
2017-18				

- d) This information in the tender document should be duly supported by Auditor's report for the said financial years and this tabulated information and company's net worth during the financial years mentioned above was not negative should be got certified from Chartered Accountant with UDIN.
- e) **Annual turnover of the bidder should not be less than Rs. 2.50 Crore per annum for at least 5 Year out of last 7 years ending 31.03.2024.**
- f) **If the bidder had losses and negative net worth in any of the last 5 years out of last 7 years, then its bid shall be rejected.**
- g) The bidder should have valid GST No., PAN etc.
- h) **The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an EMD of Rs. 6,00,000/- of any scheduled bank drawn in favour of "CITCO" in any scheduled Bank at Chandigarh.**

Original Pay Order/ Demand Draft should be physically submitted by the tender before the last date upto 5.00 P.M to office of Manager (Industrial Wing), Head Office, CITCO (4th Floor) at S.C.O. 121-122, Sector 17-B, Madhya Marg, Chandigarh. **Bid without physical copy of EMD shall be rejected.**

- i) The tenderer shall submit banker's certificate of financial soundness/solvency certificate from their nationalized/ scheduled bank for Rs.1.00 Crore. The certificate should not be one month prior to the date of submission of tender and should have validity of 6 months beyond the last date of submission of tender.

For the purpose, the bidder will submit Solvency Certificate statement in the following format.

Format of Solvency Certificate

No. _____

To

This is to state that to the best of our knowledge and information, Mr./Ms. / M/s _____ customer of our Bank is respectable and can be treated as good up to a sum of Rs. (Rupees in words....)

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly other as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Place:

Date:

For BANK MANAGER
(Signed and Stamped)

- j) The bidder should submit undertaking duly stamped/signed /dated as per the format attached alongwith.
- k) The bidder should submit certificate from previous entites /Hotels/Orgnizations that you have not defaulted in payment of license fee, other charges & there is no pendency of outstanding license fee against you.

15. Conditional/Telegraphic offers & offers not on the prescribed form shall not be entertained. Offers received in physical form shall not be accepted.

TERMS AND CONDITIONS:-

16. **Minimum Reserve License Fee**

The minimum monthly License fee shall be Rs. 110/- per Sq. Ft. i.e, Rs. 8,54,000/- per month + GST (as applicable). Bids below the minimum reserve License Fee shall not be accepted.

17. Tenders will be invited under online Two Bid tendering process i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications/shortfall documents, if any, wherever necessary, can be obtained from the Bidder. After necessary appraisal of the bidder's experience and technical expertise, technical short-listing will be done.

In the Financial Bid, the Bidders have to quote monthly license fee without including tax (as the taxes will be extra as applicable).

Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically suitable, based upon assessment made and information given in Technical Bid. The decision of the MD CITCO in this regard shall be final and binding. The bidder quoting highest monthly License fee over and above the minimum reserve licensee fee will be awarded the Contract.

18. EMD shall not be accepted through cheque. Any amount lying with the Corporation on any other account will not be allowed to be adjusted against the EMD for the present tender. The EMD shall be refundable to the unsuccessful bidder. In the case of successful allotment, it shall be adjusted against the interest free security deposit. The EMD shall however, stand forfeited in case the bidder failed to deposit security within the stipulated period or withdraws his offer after opening of the bid.
19. The tenderer may quote monthly license fee in figures as well as in words clearly in INR exclusive of service tax. The tenderer quoting highest bid will be awarded the tender. The successful tenderer shall pay all taxes in force at present or may be levied by the appropriate authorities of Chandigarh Administration / Govt. of India at any time during the license period.
20. After the opening of financial bid, if the highest (H1) bidder backs out, then:-
 - EMD of the said bidder will be forfeited and the said bidder will be debarred by the Corporation for a period of **three years, and**
 - the highest (H2) bidder may be given the chance to take the tender at the rate of (H1) bidder.

Further, if more than one bidder quotes the same highest monthly License fee, then Managing Director, CITCO reserves the right to allot the bid by calling the physical bids from such bidders. If again more than one bidder quotes the same highest monthly License fee in the physical bids, then the tender shall be allotted by draw of lots.

21. **The validity of tender shall be for 180 days from the date of receipt.** The Corporation will not entertain any request for the decrease of license fee on account of any reason, whatsoever, during the period of contract.
22. Tender should only be signed by the authorized signatory along with the name, designation and seal of the firm. In case of tender under Power of Attorney or by Corporate bodies, the Power of Attorney / Board Resolution of the relevant authority as the case may be, together with a certified copy thereof must be attached with the Tender.

23. CITCO shall not be in any manner concerned with the internal affairs of the tenderers i.e., dispute and dissolution etc. or affairs concerning any other (third) party that the Contractor may be having.
24. Any corrigendum/amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on <http://etenders.chd.nic.in> only. It will be the responsibility of the bidder to note amendments, if any on the said portal and submit in his bid accordingly.
25. **Allotment of Health Club located in the Hotel Mountview, Sector-10, Chandigarh shall be made on license, “as is where is” basis, for a period of five (05) years.**
26. Licensee shall be given 60 days for renovation/ installation of any equipment in Health Club premises. For these 60 days no Rent/Licensee fee shall be charged.
27. Upon expiry of these 60days license fee shall be charged.
28. If Licensee is allowed any extension of time period beyond 60 days as mentioned in Clause No. 26 of tender document, then license fee shall be charged form expiry of such extension of time period.
29. Before initiating the facilities of Health Club, Licensee shall provide Structure Stability Certificate, Fire Safety Certificate & FSAAI Certificate from authorised engineer of related field/ Fire Department. If, this certificate is not provided then license can be cancelled without any warning and EMD/Security Deposit shall be forfeited and licensee will be blacklisted for the period of Three years.
30. **Letter of Intent, the successful licensee will have to submit following** documents within 10 days of issuance of letter of intent:-
 - a) Deposit interest free security equal to 06 months determined license fee.
 - b) The lessee/licensee shall execute a lease/ Memorandum of Understanding/license Deed on stamp papers (After confirming the value of stamp papers from the Sub Registrar U.T., Chandigarh). All costs in this regard shall be borne by the lessee/licensee. The original copy of lease/ license deed shall be deposited with lesser/licensor. The lease/ license deed will be signed by two witnesses.
 - c) The Licensee shall furnish 60 post dated cheques of licensee fee in advance to the Unit Head of Hotel Mountview. In case of bouncing of cheque for any reasons, penal interest @18% per month shall be charged on outstanding license fee deposited in CITCO by 7th of each month, as indicated hereinbefore shall be charged by the Licensor from the Licensee as penalty. The Licensor, however, reserves the right to initiate criminal proceedings under the Negotiable Instruments Act and other rights and remedies as may be available to the

Corporation.

- d) Renovation Plan and List of equipments to be installed by the licensee.
- e) List of all the activities that shall be undertaken by the licensee.
- f) Failure to deposit documents as above, will be dealt as non acceptance of letter of intent, therefore EMD/Security deposit shall be forfeited and the bidder shall be blacklisted for the period of three years for further participation in CITCO tenders.

31. **The contract will have a Lock-in period of 12 months from the date of allotment letter.** Thus, if Licensee proposes to prematurely terminate the contract within a period of 12 months from the date of allotment letter, then the entire Security Deposit amount will be forfeited and Licensee shall be debarred for 3 years for further participation in CITCO tendering.
32. The Licensee shall pay to the CITCO towards agreed monthly license fee plus GST by 7th of each month in advance, but not later than 10th of every month. No part payment will be accepted under any circumstances. If default is made in paying the said amount in time, an interest @ 18% per month shall be chargeable on outstanding amount from the due date to the actual date of payment, apart from other punitive action such as disconnection of electricity, telephone if any etc. in case license fee is pending for more than 2 (two) months, then contract shall be cancelled & performance Security shall be forfeited & license shall be blacklisted for 3 (three) years.
33. In case of any violation, then a penalty of:-
- ❖ Rs.1,00,000/- + GST will be levied for 1st violation.
 - ❖ Rs.2,00,000/- + GST will be levied for 2nd violation.

shall be imposed on the agency. In case of 3rd violation, then in that case, CITCO reserves the right to cancel the contract, forfeit performance security and to re-possess the possession of the premises as may be decided at the sole direction of Managing Director, CITCO.

34. After the expiry of lock in period as mentioned at Clause No. 31. the licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said Health Club by expressly serving upon the licensee three (03) month's notice to that effect and the licensee shall be liable to hand over the vacant possession of the said premises by the date as stipulated in the notice. The licensee can similarly also surrender the premises allotted to him during the license period by giving three (03) month's notice in writing to the licensor.

After the expiry of the contract/license or pre-mature termination, as the case may be, the renovation work done for renovation of the Health Club at Hotel Mountview, Sector-10, Chandigarh will become the property of the CITCO and the licensee will

have no claim on it. Further, the ownership rights of all equipments/fixtures etc. renovated/ upgraded by the licensee shall vest with the licensor without any consideration.

The licensee shall pay/clear all the dues on account of license fee/electricity charges/telephone charges etc. for the period ending with the date of handing over the possession to the licensor on surrendering the Space. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.

35. On surrendering the Health Club by the licensee, the Licensee shall clear all the dues on account of license fee, electricity charges, telephone charges and other dues for the period ending with the date of handing over the possession to the licensor. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.
36. It is expressly stated that the tenderer will get the right of a Licensee and that the possession lies with the Licensor and the licensee can have only a right of use and occupation of the portion of the licensed premises including plant and machinery and equipment proposed to be licensed and no other right whatsoever. This will not be a lease and the relationship will only be that of Licensor and Licensee and not that of landlord and tenant or Lessee.
37. In consideration of the periodical payments of license fee, electricity and water bills etc. agreed to be made by the licensee and other licensee's undertakings hereinafter set out, the licensee will be entitled to carry out the activities of the Health Club as per approved norms/standard in a 5-star categorized hotel for which the premises will be allotted (hereinafter called the authorized purpose) on the days and during the hours to be determined by the Licensee in consultation with the Licensor from time to time.
38. During the currency of this license, the licensee shall undertake as follows:-
 - a) That the Licensee shall undertake renovation and up gradation of the Health Club etc. including permanent fixtures at his own expenses in a good substantial and work man like manner and to the satisfaction of his licensor.
 - b) that the licensee shall equip the Health Club where ever required, with all fixtures, fittings and interior decoration of a quality and finishing to render the ambience of a most modern fitness centre in conformity with the industry standards thereof at his own cost.
 - c) That the Licensee shall take full responsibility for the care of the entire premises and for taking precautions to prevent loss or damages and minimize loss or damage to the greatest extent possible and shall take comprehensive insurance policy of the guests, equipments and fixtures for injury, theft, fire and covering all other risks at their own cost and as such keep CITCO indemnified at all times against any claim/s, losses and/or damage arising due to the causing of any

injury, bodily harm, disability, death or due to any other reason whatsoever in the nature of a third party claim or otherwise. A copy of comprehensive insurance policy shall be submitted with CITCO office before initiating operations of Health Club.

- d) That during the license period, the licensee shall adhere to all the statutory requirements with regards to provision for lifeguards, life support equipments, first aid and fire fighting equipments etc at their own cost and to take necessary steps to ensure safety of the guests/customers who use the services in the Health Club & Spa and Swimming Pool.
39. The licensee shall not assign sublet or otherwise part with the premises or the said building or any part thereof.
40. **After completion of 365 days or 12 months of license period, the amount of license fee shall stand increased by 10% every year.** The increase shall be worked on last month license fee and such increase licensee fee shall be rounded to higher hundred rupees.
- Such increase shall be applicable from 1st day of the month in which 12 months period shall be completed.
41. The licensee shall not use the premises/space under his possession for any purpose other than for the authorized purpose.
42. The licensee shall obtain and keep in force all permission and licenses which may be required by the law for use of the Health Club and to comply with any condition which may be attached to any such permission or license during the entire license period.
43. The licensee shall manage, operate and conduct the Health Club so as to preserve the reputation of the licensor and its Hotel and to abide by the rules and regulations framed by the licensor and/or the Chandigarh Administration from time to time and that nothing shall be done permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by the Licensor or the Chandigarh Administration and in particular not to use or permit the said Health Club to be used for any form of unlawful activities.
44. The licensee shall not make any alterations or additions to the said Health Club without obtaining prior written approval of the licensor or remove there from any of the Licensor's fixtures or fittings therein.
45. The licensee shall not alter the original colour of the outside of the premises of Health Club or the façade and front elevation nor erect sun-screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings etc. on the glasses nor permit the same to be made, affixed or altered or erected in any circumstances.

46. The licensee shall have the scheme, specifications and the layout for decor, for interior decoration and furnishing of the Health Club approved by the licensor and to keep the same as approved by the licensor keeping in view the high standard of a 05 Star Hotel and to carry out at its own expenses such repair or renovation work as the Licensor may direct as a result of inspection by its representative (s) and that in default the Licensor shall be entitled to carry out such repairs or renovations and to recover the costs, charges and expenses thereof from the licensee.
47. The licensee shall forthwith remove or cause to be removed any goods, articles or exhibits exhibited or exposed for sale or being sold in Health Club which in the opinion of the Licensor are obnoxious obscene or undesirable.
48. The licensee shall not store or cause to be stored any hazardous, combustible or dangerous goods in the Health Club.
49. The Licensee shall not cause or be the cause of loud or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the Licensor or other Licensees or occupants or the visitors of the Hotel.
50. The licensee shall not display affix plant or exhibit any name or writing or anything upon the exterior of the Health Club/Gym Swimming Pool/Beauty Parlor/Yoga Hall/Sauna/Jacuzzi etc. without obtaining prior written consent of the licensor.
51. If there is a break-down or temporary break in the service offered to the Licensee hereunder for any reason whatsoever, then the Licensor shall not be responsible or liable for any damage caused to the Licensee thereby. Further, for adequate maintenance repairs or alterations and servicing of the air-conditioning plant, certain amenities including air-conditioning may have to be suspended from time-to-time. While all efforts will be made by the Licensor to give prior, timely notice of such suspension to the Licensee, the Licensor shall under no circumstances be held liable for suspension or failures to give notice as aforesaid.
52. If because of any strike or lock-out in the Licensor, the Licensee is unable to function or his business is affected, the Licensor shall not be liable for any loss which the Licensee may suffer. In such an event, the Licensee shall not be entitled to any reduction in license fee etc payable to the Licensor.
53. The Licensee shall not damage the premises or any part of the Hotel premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee or his employees or invites or customers, the Licensor shall be entitled to repair the damage, or make the requisite replacement and call upon the Licensee to reimburse cost/expense thereof which the Licensee undertakes to pay forthwith on

demand failing which the cost incurred will be recovered from Licensee Security Deposit.

54. All the expenses incurred on conversion/ renovation of the licensed premises including repair/renovation of existing structure will be borne by the Licensee and the total fittings and fixtures including renovated premises will become the property of the Licensor after the expiry of the License. The licensee shall, however, be allowed to remove movable items like furniture, Health Club Equipment etc. Provided/ installed by them. The total fittings & fixtures including premises will become the property of the Licensor after the expiry of the License except for equipment, which are provided by the Licensee during the license period.
55. In the event of licensee being prohibited from providing any services in the premises because of Government Laws/Rules/Regulations/orders, the Licensor shall not be liable for any loss suffered by the licensee. In such an event, the licensee shall not be entitled to any reduction in the license fee payable to the licensor.
56. The Licensee shall provide use of Gym and Swimming Pool Free of Charge to the bonafide resident guests at Hotel Mountview during the license period.
57.
 - i) The licensee shall not employ for work or otherwise allow any person at the Health Club who is not of good character and behavior and/or suffering from any contagious infectious disease or it is not suitable attired or otherwise unsuitable to be seen in a modern luxury Hotel(5 Star).
 - ii) The Licensee shall furnish to the Licensor a list of his/their employees indicating names, parentage, age , residential address, specimen signature alongwith two photographs accompanied by police verification reports for each of them as on date or engaged in future.
 - iii) The Licensor shall be at liberty to forbid the employment of any person/persons whom it may consider as undesirable character, the such person/persons employed by the Licensee shall be subject to general discipline of the Licensor and conform to such directions as may be issued by the Licensor in respect of routes of entry/departure or otherwise.
 - iv) It is also agreed by the Licensee that the persons engaged by him shall not loiter or use the public areas such as Lounge, Lawn, Swimming Pool, Wash Room, Cloak Rooms which are exclusively meant for guests and if any irregularity is found, the Licensor will bring it to the notice of the Licensee for proper action in the matter. In case no action is taken by the Licensee, the Licensor will have sole right to take any suitable action, which may include termination of the License.
 - v) The Licensee shall keep his/their employees well-dressed or may order to wear uniform as may be prescribed by the Licensor for easy identification and check. In case the Licensor finds any of the staff of the Licensee not dressed properly or as per the uniform prescribed or the same is not in order for reasons of

cleanliness etc; the Licensor shall be at liberty to turn out such staff of the Licensee and prohibit his entry in the Hotel till such time the person is well dressed to the satisfaction of the Licensor.

- vi) The Licensee or members of his staff or his representatives shall not visit any guests of the Hotel in his room or come near the main entrance, lobby and other public areas of the Hotel (Licensor's premises) without sufficient cause or reason. They will keep themselves strictly confined to the licensed premises.
 - vii) The Licensee, the members of his staff or his representatives shall not do any act which may be derogatory to or inconsistent with the Hotel's (premises of the Licensor) high standards and reputation as a modern luxury hotel or its business or cause nuisance to the management of the Hotel or its customers or visitors. At the instance of the Licensor, the Licensee shall discharge from service any employee who is charged with such misconduct or found acting in contravention of the general rules of the Licensor.
 - viii) The Licensee when called upon by the Licensor, make available himself or any of his / their employees for evidence before the Inquiry Officer appointed by the Licensor or competent court in connection with the disciplinary proceedings against any of the employees of the Licensor, if the act of misconduct had happened in his/ their presence.
 - ix) The Licensee shall when called upon by the licensor, make available all or any of his/ their employees for medical examination by any doctor appointed by the Licensor to check if any of them have any disease contagious or dangerous to human life and health and if in the opinion of the Licensor it shall appear necessary to withdraw any employee from the licensed space, the Licensee shall do so forthwith, and in the event of the Licensee's failure to do so, the Licensor shall be at liberty to refuse admission to such an employee to the premises of the Licensor.
 - x) The Licensor shall not in any way be liable for any claims arising out of the relationship of master and servant between the Licensee and his employees. If the Licensee employs or engages any person or persons, he/they shall be the servants of the Licensee, in all respects and all responsibilities under any Act or other Laws and Labour Law shall be of the Licensee alone and the Licensor shall not be liable for any claim on the Licensee on account of Workmen Compensation or otherwise.
58. That the licensee shall pay or cause to be paid charges within 5 days for electricity (including meter hire charges), telephone calls and other utilities provided by the Licensor at the Health Club on receipt of bills/demand by the Licensor. In case of default, the Licensor may at its discretion withdraw the facilities/utilities. Or charge interest@18% per month.
59. That the licensee shall not do or permit to be done by any act which may invalidate or in any way effect the stability of the building or property wherein the Health Club is located.

60. That the licensee shall not throw dirt, rubbish, garbage refuse or permit the same to be thrown in the Health Club/Gym Swimming Pool/Beauty Parlor/Yoga Hall/Jacuzzi etc. or the Hotel.
61. In the event of any damage or injury being caused to the Health Club or any property of the Licensor by the licensee or his servants or agents or any one with the acceptance or implied consent of the licensee or as a result of the use of the premises for unauthorized purpose, the licensee shall at its own expense make good all such damage or injury and in the event of his failure to do so within seven days after occurrence of such damage, the Licensor may make good such injury/damage and the Licensee shall indemnify the licensor against all such costs and charges and expenses in respect thereof.
62. That the licensee shall forthwith on the expiry of the license or its earlier termination by the Licensor vacate the Health Club and remove all its wares equipment, furnishings etc. that having brought by the licensor and other fixture fitting, equipments given by the licensor shall not be taken by the licensee and in default, the Licensor's representatives shall be fully entitled to get the premises vacated without being liable to damages or otherwise.
63. All taxes prevalent and any other taxes which may be levied by the Chandigarh Administration/Government or any other authority during the currency of the license shall be borne and paid by the licensee.
64. The Licensor will, however, provide and agree with the licensee as follows:-
- a) to permit or cause to permit the Licensee his identified servants /agents to enter and use the Health Club.
 - b) to keep or cause to be kept the premises, licensed to the licensee in good condition.
 - c) to provide the following facilities/services-
 - i) Central air-conditioning facilities during business hours.(subject to payment of AC expenses)
 - ii) Cleaning and keeping in neat and tidy condition common passage, lobbies and entrances around Health Club.
 - iii) Looking after and attending to the electricity water and sanitary fittings in the entrance around Health Club.
 - iv) Providing watch and ward for the Health Club provided that the Licensor shall not be responsible in case of any theft, pilferage or loss. PROVIDED that the air-conditioning, water telephone services etc., may be shut off and cut off after giving twenty four hours notice in writing for the purpose of repairing services or overhauling any apparatus machine, plant or installations provided further that in the event of failure of the central air-conditioning or the

telephone beyond the control of the Licensor the Licensee shall have no recourse against the Licensor for non provision of the above facilities.

65. The licensee may bring upon the Health Club equipment as is necessary for the use of Health Club for the authorized purpose, provided that while upon the Health Club all such equipment shall be at the risk of the licensee and the Licensor shall not be liable for any damage/injury to such equipment.
66. The licensor may through his officers or servants at all reasonable times and in a reasonable manner after reason notice in writing enter in and upon any part of the said premises for the purpose of ascertaining that the licensee is duly observing the conditions of this license ordinarily, 24 hours notice will be deemed to be a reasonable notice.
67. The licensee will not install & operate any Public address system or any other media in the premises allotted to him, which may cause disturbance to the occupants of the Hotel.
68. The Licensor shall be entitled to forthwith terminate this license without notice in the event of any breach of the terms & conditions notwithstanding the waiver of any previous right of termination or in the event of a petition being presented in the Hon'ble Court for declaring the licensee as insolvent or otherwise. In all such cases the decision of the Managing Director, CITCO and / or his nominee shall be final and binding on the point whether or not breach has been committed.
Except as above, the Licensor shall have the right to terminate the license after giving three months notice to the Licensee.
69. Upon expiry of the period of license or upon termination of the license as aforesaid, the licensee shall close his business and will have no right to carry on business at the licensed premises. The licensee will forthwith remove his goods/furniture etc and such equipment/fixture provided by the licensor shall remain the property of licensor. And the Licensor shall have the undisputed right to make use of the premises in the manner and discretion of the Licensor.
70. In case the Licensee does not remove his articles and goods within 7 days of termination/expiry of license, the same shall be removed by the Licensor at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the Licensor. The Licensor shall, however, have lien over the goods and the articles and Licensee shall not be allowed to remove the same unless all the

dues of the Licensor have been paid by the Licensee.

The Licensor also reserves the right to auction the materials / goods of the Licensee if the licensee does not remove the goods/articles within a period as may be informed by the Licensor to the Licensee, after clearing all outstanding dues. In such an event, the Licensor shall adjust the auction proceeds with the amount due and return the balance to the Licensee.

71. The licensee shall have right to terminate the license by giving three months notice subject to clearance of all outstanding dues till the last day of occupation of the premises. If the licensee terminates or abandons the license without giving notice as aforesaid, the licensee shall be liable to pay liquidated damages equivalent to the license fee payable to the Licensor for Twelve (12) months from the date notice is received by Chandigarh Industrial& Tourism Development Corporation Ltd. The right of the licensee to terminate this contract by giving six months notice shall be subject to clearance of all outstanding dues till the last day of occupation of the premises. The Security Deposit will be refunded without any interest and after deducting any dues from the Licensee. Further the Licensor shall have right to deduct and adjust any amount towards any damage caused by the Licensee to the property of the Licensor or otherwise.
72. In the case of such breach of the terms of this license as minor offence and complaints coming to its notice for which in the opinion of the Licensor this license need not be terminated, the Licensor may at its discretion to recover compensation from the Licensee. The decision of the Licensor in this respect will be final and binding on the Licensee.
73. In the event of non-payment of the license fee any other bills raised by licensor by the due or extended date not exceeding the time lines defined in this tender documents or breach or non-observance by the licensee or any of the condition of the license, it shall be lawful for the licensor notwithstanding the waiver of any previous cause or right for re-entry to terminate the license and enter into and to re-possess, retain and enjoy the same as of his former estate and the licensee will not be entitled to any compensation, whatsoever on account of such resumption. Provided that on sufficient cause being shown, the licensor may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow the payment to be made with penalty. The amount of penalty shall, however, be in addition to the

payment of penal interest @ 18% per month as specified herein.

74. Any deviation from Terms & Conditions of Tender Documents & Allotment letter / Lease Deed shall constitute “**Violation**” & such violation shall be dealt as per Terms detailed in tender document/Allotment letter/Lease Deed & as per Law of Land. Such violation shall be penalised by cancellation of contract, forfeiture of performance security, blacklisting the firm for the period of 3 (three) years.
75. The Premises/Space are and shall be deemed to be “Public Premises” as defined in the Public Premises (Eviction of Unauthorized Occupants) Act now in force and the said Act or any other Act touching the subject that may hereinafter come into force and the rules framed there under.
76. On the expiry/termination of license under any of the terms and conditions of the license: -
 - The Licensee will handover the possession of the space/ premises in its original state to the licensor, failing which the space/ premises shall takeover in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971.
 - The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
 - The amount of interest free security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him, if after recovery of outstanding amounts any balance is left.
77. The Managing Director of the CITCO may impose additional terms and conditions as may be required in the best interest of the CITCO.
78. The Managing Director, CITCO reserves the right to accept or reject any or all the offers without assigning any reason, whatsoever.
79. All terms and conditions herein/hereafter shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.
80. Any individual / Firm / Entity etc., in conflict i.e., legal with CITCO shall not be eligible for participation in the Bid and its bid shall be rejected.
81. All legal disputes relating to the Bid shall be held in U.T., Chandigarh.

MANAGING DIRECTOR



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

Regd Office: - SCO 121-122, Sector 17-B, Chandigarh – 160017

Phone no. 0172-4647931

Email: info@citcochandigarh.com, Website: www.citcochandigarh.com

TECHNICAL BID

Sr. No	Description	To be filled in by the firm.
1.	Name & Address of the Bidder	
	Telephone No.	
	Fax No.	
	Mobile No.	
	Email ID	
2.	Legal status of the applicant i.e. whether individual/ firm/ partnership/ company (<i>attach copies of document defining the legal status</i>).	
3.	GST/ PAN Number. (Attach copies)	
4.	Attach Profile and Certificate experience of 05 year of managing/operating/running at least one Health Club of repute/ Beauty Parlor of international standard	
5.	The agency shall furnish the following Undertaking as a part of the proposal. “We are in the possession of commercial space from where he is managing/operating/running Health Club of repute/ Beauty Parlor of international standard w.e.f _____, the complete address of which is as under: - _____ _____ Attach documents showing either ownership or Rent Deed. In required, Committee may also inspect the same.	
6.	Attach certificate from bank about sound financial background and credit worthiness.	
7.	The Agency should furnish an Undertaking as follows: -	

	"The applicant should not be defaulter of any statutory payments such as Service Tax, Income Tax etc".	
8.	Undertaking (Annexure "B") duly Signed & Stamped by the bidder.	
9.	List of Clients	
10.	Any other information considered necessary.	

Note:

1. Please upload the scanned copy / copies of above said information online as a Technical Bid. The criteria as stated above shall be scrutinized only against supporting documents.
2. I/We also understand that Managing Director, CITCO, reserves the right to reject any or all concept plan without assigning any reason.

I / We hereby certify that all the statements made and information supplied above is true and correct.

**Signature of Applicant
With seal**

List of equipments to be installed

1. Treadmills
2. Stationery Bikes
3. Cross Trainees
4. Functional Trainee/Multi-station
5. Machine Fly /Rear PEC-DEC
6. Free Weights (Dumbbells) Rack with Dumbbells
7. Exercise Mats
8. Steppers
9. Swiss Balls
10. Flat Bench press
11. Incline Bench press
12. Preacher Curl Machine
13. Barbell preacher
14. Multipurpose Bench
15. Multi Lat Machine
16. Twisters
17. Hyperextension
18. Multiple Abs Bench
19. Dips and Hanging leg raises bench
20. Leg and leg extension machine
21. Leg machine
22. Vibrator Machine
23. Weighing machine
24. Water cooler
25. Biceps Curls Machines
26. Triceps Curls Machines
27. Lather Affd Benches/machines
28. Rowing Machine
29. Free Weights along with Barber Roads and Discs Plates'
30. Rod Stand
31. Decline Bench
32. Incline and Decline Bench press
33. Incline and Decline Cycles
34. Cable Cross
35. Hip Flexer

PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website **etenders.chd.nic.in/nicgep**.
2. Bid Document can be downloaded from the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep>**.
3. The Bidders shall have to submit their Bids (Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on **<http://etenders.chd.nic.in/nicgep>**. On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC).
4. The Bids shall be uploaded in Electronic Format on the website **<http://etenders.chd.nic.in/nicgep>**. Scanned copies of Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith with Technical Bid within prescribed time limit.
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person by the specified date and time in Industrial Wing (4th floor), Head Office, CITCO, SCO 121-122, Sector 17-B, Chandigarh. The Agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by Industrial Wing (4th floor), CITCO. The failure of the Agency to furnish the said original documents will entail summarily rejection of its tender.
7. Instructions to Bidders regarding e-tendering process:
 - a) Tenders without digital signatures will not be accepted by the Electronic Tendering system. No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.
 - b) Bids will be opened online as per time schedule mentioned above.
 - c) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
 - d) It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template
 - e) CITCO will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
 - f) The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. For any technical issue related to Electronic Tendering Portal, Bidders may contract IT Cell, the Department of Information Technology (DIT), Additional Deluxe Building, 5th floor, Sector 9, Chandigarh or email at **etender@chd.nic.in**, Phone No,0172-2740641. 0172-2740003.

(UNDERTAKING TO BE FURNISHED BY BIDDER)

I hereby undertake that I had visited at site i.e., Health Club of Hotel Mountview. I am filling Bid after visiting the Health Club. The renovations required at the said Health Club shall be carried out as per the norms of Chandigarh Administration/ CITCO/or any other Authority of Government etc.

I also undertake that I will not commit any violation/offence which shall be deemed against the prevalent law of land. In case I commit any such activity which is adjudged as unlawful / violation of terms and conditions of tender document, I am liable to be penalized as deemed fit by Managing Director, CITCO or any other authority of Chandigarh Administration.

I undertake to abide by terms and conditions of the tender document.

I undertake to perform only permissible trade for as allotted to me/us.

I undertake that till date no unlawful activity is registered against my name or the name of my firm or any of the partners in the firm or any of the workers being/shall be engaged by me at the site of the work allotted by CITCO.

I undertake that I or any of my partners or my/our firm or any associate is not having any legal dispute with CITCO.

I undertake that I or any of my partners or my/our firm has not been blacklisted or defaulted in payment of taxes / license fee etc. anywhere in India.

I undertake that I will keep CITCO indemnified at all times against any claim/s, losses and/or damage arising due to the causing of any injury, bodily harm, disability, death or due to any other reason whatsoever in the nature of a third party claim or otherwise. A copy of comprehensive insurance policy shall be submitted with CITCO office before initiating operations of Health Club.

I undertake that all the above contents are true to the best of my knowledge and if at any time of the contract, it is found that the above undertaking is incorrect/false, I am liable for any penalty/proceedings as deemed fit by Managing Director, CITCO or any other authority of Chandigarh Administration.

Date:

Signature of bidder with seal