



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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

Phone No. 0172 - 4647925, 4647931, Fax No. 0172-4644441

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

E-TENDER NOTICE

CITCO invites e-bids for licensing out Health Club premises (measuring 6065 sq.ft. approx) at 1st floor of Hotel Shivalikview, Sector 17, Chandigarh on “**as is where is condition basis**” with monthly license fee.

Tender documents are available on portal <http://etenders.chd.nic.in> for online participation.

A pre-bid meeting will be held on **11.01.2021 (Monday)** at **11:00 am** in the Office of Chief General Manager (2nd Floor) at CITCO’s Head office at S.C.O. 121-122, Sector 17-B, Chandigarh to clarify any concerns of bidders regarding the tender document.

Last date for uploading of e-Tenders/ e-bids is **18.01.2021 (Monday)** upto **05:00 P.M.**

M.D. reserves the right to accept or reject any or all tenders without assigning any reason.

CHIEF GENERAL MANAGER



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E-TENDER

E-Tender for licensing out Health Club including Beauty Parlour, Swimming Pool etc (measuring 6065 sq ft approx) at 1st floor of Hotel Shivalikview (A unit of CITCO), Sector 17, Chandigarh on “as is where is condition basis” with monthly license fee.

CITCO invites E-tender/ e-bids from prospective bidders for licensing out 6065 Sq Ft (approx.) space/ area for running/ managing Health Club including Gym, Pool, Beauty Parlour etc at 1st Floor of Hotel Shivalikview (A Unit of CITCO), Sector 17, Chandigarh on “as is where is condition basis” with monthly license fee, consisting of the following: -

Sr. No.	Description	Area (in Sq. Ft - approx)
Ground Floor		
1	Swimming pool	1985 Sq.ft.
2	Changing Room	575 Sq.ft.
1st Floor		
1	Gym	1465 Sq.ft.
2	Beauty Parlour	300 Sq.ft.
3	Gents SPA section	630 Sq.ft.
4	Ladies SPA section	680 Sq.ft.
5	Lobby/ Corridor Circulation / Steam/ Jacuzzi including passage	430 Sq.ft.

Interested parties are advised to visit the site/ premises before submitting E-bid and assess the proposed area of Health Club and related infrastructure available there. For more detail, please contact Sh. Bikram Singh Virk, Deputy General Manager (Hotel Shivalikview) at Tel No. 98883-62255.

The facilities of Health Club should be at par with international standards of a 4 star hotel of repute. The interested bidders/ tenderers have to submit their bid document as per the eligibility criteria, for managing/ operating the Health Club.

The detailed information regarding eligibility criteria and terms & conditions are as under: -

1. **Eligibility Criteria:** -

- a) The tenderer should have minimum three (3) years experience of managing/ operating/ running at least one Gym or Spa or Pool in any hotel.

For the purpose, the bidder has to submit documents showing ownership or rent deed or any other agreement/ arrangement in writing, regarding experience of managing/operating/running at least one Gym or Spa or Pool in any hotel. If required, committee may also inspect the same.

- b) The tenderer shall submit banker's certificate of financial soundness/ solvency certificate from their nationalized/ scheduled bank for Rs.50 Lakhs. The certificate should not be issued six months prior to the date of submission of tender or should have validity as on 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 a 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 either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

For BANK MANAGER
(Signed and Stamped)

Place:

Date:

- c) Only those bidders who have not been blacklisted by Central/ State Govt. Department or by any appropriate authority in India on the date of issuance of tender shall be entitled to submit the tenders.

For the purpose, the bidder shall submit an undertaking regarding blacklisting/ non-blacklisting.

- d) The bidder should have valid GST No., PAN/ TAN.
2. 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 make amendments in his bid accordingly.
3. **Technical Evaluation: -**
- a) Further the tenderers/ bidders has also to submit list of modern heavy duty brand new Health equipment and machinery proposed to be installed at Hotel Shivalikview along with specifications and make/ brand on the basis list enclosed at **Annexure – A**.
- b) The Technical Evaluation Committee will examine and evaluate the technical bids of the tenderers/ bidders and submit their report regarding technically qualified bidders. The decision of Technical Evaluation Committee will be final and binding on all the Bidders and the bidders has no objection to it.
4. In the Financial Bid/ BOQ, the Bidders has to the quote financial bid/rate/ monthly license fee without including tax as the taxes will be extra as applicable. In case, the bidder has submitted the financial bid/rate/ monthly license fee including taxes, then CITCO will neither be responsible for it nor entertain any request for the same. Thereafter, the financial bids of only those tenderers/ bidders will be opened, who qualify the above said eligibility criteria and the tenderer/ bidder quoting highest monthly license fee will be awarded the contract.
5. After the opening of financial bids, the contract letter will be issued to the highest bidder for purchase and installation of brand new Health equipment and machinery.

For the purpose, the contractor/ licensee will be given 90 days from the date of possession/ deemed possession, for installing modern heavy duty brand new Health equipments and machinery as per list enclosed at **Annexure – A** at its own cost and expense. Therefore, the possession of the space/ area will be taken by the licensee within 10 days from the date of issue of allotment letter. On the expiry of 10th day from the date of allotment letter, it will be presumed that the possession has been taken by the Licensee (deemed possession) without any intimation and further timelines/ period will be started.

The abovesaid period of 90 days may be further extended for another period of 30 days at the discretion of MD, CITCO, if there are genuine reasons for the same.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 90 days or 120 days (as the case may be). After the expiry of 90 days or 120 days, as the case may be, from the date of issue of allotment letter, the monthly license fee will start automatically irrespective of purchase / installation of Health equipments and machinery.

The open space/ area will be given on “as is where is” basis. All the expenses incurred on minor repair of existing structure will be borne by the Licensee and the total fittings and fixtures, if any installed will become the property of the Licensor after the expiry of the License period.

Within the said period of 90 days, the Licensee will also be required to bring and install modern heavy duty brand new Health equipments and machinery as per list enclosed at **Annexure - A** for general physical exercises/fitness.

6. At the Swimming Pool, the facilities of swimming with a least one (1) life guard/ coach 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 counseling etc.
7. The licensee shall not make any alterations or additions in 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.

OTHER TERMS AND CONDITIONS

8. 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 Shivalikview, Sector -17, Chandigarh
9. The areas/premises of Health Club are and shall be deemed to be “public premises” as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 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.

10. The prospective bidder for the allotment of the Space/ area will be required to submit Earnest Money Deposit (EMD) of Rs.2,00,000/- in the form of Bank Draft drawn in favour of "CITCO" from any scheduled Bank and payable at "Chandigarh" alongwith an application offer on prescribed form. Earnest money 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 earnest money shall be refundable to the unsuccessful bidders. In the case of successful allotment, it shall be adjusted against the interest free security as mentioned herein.

The earnest money deposit of unsuccessful tenderers shall be refunded after expiry of validity period of the tender. In the case of successful tenderer, EMD will be adjusted towards interest free security deposit or it may be forfeited in case the successful tenderer refuses to accept the award of license or fails to complete the required formalities or occupies the premises on any account within the stipulated period or delay in starting the operations beyond the permitted time under the license.

11. The allotment of Health Club shall be made initially for a period of 5 (Five) years with a provision for further extension by 3 (three) years on such terms and conditions at the sole discretion of the Corporation.
12. On expiry of the license period of 5 (Five) years, the same may be renewed for another period of 3 (three) years, at the option of the Licensor on the same terms and conditions. The licensee will apply for renewal of license, six (6) months before expiry of the license. It is clearly understood that the Licensor will exercise the sole discretion with regard to the renewal of the license and also the terms and conditions of the renewed license. The Licensor's decision in this regard shall be final and binding on the Licensee.
13. The Licensee Fee shall increase by 10% annually on year to year basis. In case the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, the licensee shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues. Action will also be taken under the Negotiable Instrument Act, in case the cheques submitted by the Licensee is dishonored on due date.
14. The licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money/ EMD within 15 days from the date of allotment of letter. Failure to deposit the interest free security within 15 days from the date of allotment, the amount of earnest money/ EMD deposited as earnest money by Licensee may be forfeited.
15. 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.

16. In consideration of the periodical payments 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 4-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 (CITCO) from time to time.
17. The licensee may install and operate Music/ Public Address System within the premises in compliance of permissible limits as notified by concerned authorities.
18. The licensee shall have right to terminate the license by giving 3 (three) months notice without specifying any reason. The licensee shall also have right to terminate the license by giving 3 (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 three (3) months from the date, the notice is received by the Corporation. The right of the licensee to terminate this contract by giving three 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 within three months of the date of determination of the licensing arrangements. 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.

The Licensor shall be at liberty to terminate this license without notice in the event of a petition being presented in the Court for declaring the licensee as insolvent or otherwise. In all such cases, the decision of the Managing Director, CITCO shall be final and binding on the point whether or not breach has been committed.

After the termination of contract or pre-mature termination, as the case may be, the renovation work done, if any and other fixed fixtures will become the property of the Corporation. The ownership rights of permanent fixtures renovated/ upgraded by the licensee shall vest with the licensor without any consideration, and the licensee will have no objection to it. The licensee shall, however, be allowed to remove movable items like furniture, health club equipments/ machineries etc provided installed by them, after clearance of all outstanding dues at the Hotel Level.

19. The licensee will furnish post dated cheques i.e. equivalent to 12th month's license fee in advance every year on year to year basis, to ensure timely deposit to the Head/ GM/ DGM of the Hotel Shivalikview. In case any

cheque is not honoured by the bank on presentation, the licensee will not only be liable to pay penal interest @ 18% per annum on the outstanding dues and the charges of cheque bouncing, but also be liable for criminal proceedings under the Negotiable Instrument Act and other rights and remedies, as may be available.

20. The Licensee shall be required to do as under: -

- i) To furnish/ upgrade permanent fixtures and furniture including false ceiling etc, if required, at their own cost.
- ii) To pay the monthly license fee in advance by 7th of every month.
- iii) To comply with all terms and conditions as hereinafter indicated.
- iv) To bear all expenses incurred to run the Health Club and Spa including staff salary, 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 working out on the basis of actual consumption as observed by Licensor at hotel site).
- v) The licensee will be responsible for meeting the operational expenses for running the entire 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 the responsibility of the Licensee.
- vi) To allow room guests of the Hotel Shivalikview, free use of Swimming Pool and Gym during the Contract period.
- vii) To upkeep and maintain the Health Club Premises as per the level of 4 star property from time to time. For the purpose, the periodic inspections will be carried out by the GM / Head of the Unit to check the premises for carrying out necessary upkeep. In the event of 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.
- viii) To provide linen including towels to room guests using Pool facilities.
- ix) To provide consumable and services required in connection with operation of Spa, Health Club, Swimming Pool Beauty Parlour and other facilities.

21. During the currency of this license, the licensee shall undertake as follows:-

- a) That the Licensee shall undertake requisite up-gradation, up-keeping of the Health Club etc. including permanent fixtures at his own expenses in a good substantial and workman like manner and to the satisfaction of the licensor, so as to keep the Health Club premises at par with standards of 4 star Hotel.
- b) that the licensee shall equip the Health Club wherever 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 this 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 out of any injury, bodily harm, disability, death or due to any other reason whatsoever in the nature of a third party claim or otherwise.
 - 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.
22. The licensee shall not sublet or otherwise part with the premises or the said building or any part thereof.
 23. The licensee shall not use the premises/space under his possession for any purpose other than for the authorized purpose.
 24. The licensee shall obtain and keep in force all permissions 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.
 25. The licensee shall manage, operate and conduct operations of Health Club premises, 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.
 26. 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, after the completion of renovation.
 27. The licensee will get all the linen of Health Club washed of its own cost. If the licensee wants to get the linen of Health Club washed from in-house Laundry Plant of Hotel Shivalikview, then the licensee will be charged accordingly, after seeking approval of the Unit Head/ HOU.

28. 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.
29. The licensee shall not store or cause to be stored any hazardous, combustible or dangerous goods in the Health Club.
30. 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 Head of the Unit.
31. 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.
32. 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.
33. The licensee further agrees that: -
 - 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(4 star).
 - ii) The Licensee shall furnish to the Head of Hotel, 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, 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 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 Enquiry 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 employee of the Licensee shall not seek regularization in the services of the CITCO or the Hotel (Licensor's premises) at any point of time. 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.

34. That the licensee shall pay or cause to be paid charges 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.
35. That the licensee shall not do or permit to be done by any act which may invalidate or in any way affect the stability of the building or property, wherein the Health Club is located.
36. 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/ Jacuzzi or the Hotel.
37. The Licensee shall not damage the premises or any part of the Hotel premises. 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, failing which the cost incurred will be recovered from EMD.
38. That the licensee shall charge reasonable price rates for the services rendered.
39. 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 temporary wares equipments, furnishings etc. and in default, the Licensor's representatives shall be fully entitled to get the premises vacated without being liable to damages or otherwise.
40. 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.
41. The Licensor will, however, provide and agree with the licensee as follows:-
 - a) to permit or cause to permit the Licensee his servants and 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) Cleaning and keeping in neat and tidy condition common passage, lobbies and entrances around Health Club.
 - ii) Looking after and attending to the electricity water and sanitary fittings in the entrance around Health Club.
 - iii) Providing watch and ward for the Hotel provided that the Licensor shall not in any way be responsible in case of any theft, pilferage or loss.
 Provided that the water, telephone services etc., may be shut-off and cut-off for the purpose of altering, 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.
42. On the expiry of the period of the license and vacation of the premises of Health Club by the licensee in good and proper condition, the Licensor shall refund the Security Deposit to the licensee.
43. 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 equipments shall be at the risk of the licensee and the Licensor shall not be liable for any damage/injury to such equipments.
44. The licensor may through his officers or servants at all reasonable times and in a reasonable manner after 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.
45. 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.
46. In case, the Licensee does not remove his articles and goods, 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.

47. In the event of non-payment of the license fee by the due or extended date not exceeding 60 days 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 not exceeding the due amount within such period, not exceeding six months on the whole, as he may deem reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified in Clause.

48. On the termination of license, the licensee shall deliver the vacant possession of the Health Club in its original state to the Corporation, failing which the said premises shall be got vacated 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.
49. The amount of interest free security lying at the credit of the licensee shall be refunded after adjusting all the dues.
50. On the expiry of license period or extended period, the licensee shall deliver the vacant possession of the premises in its original state i.e. without any damage. The damage, if any, shall be recovered from the licensee. Failure to hand over the vacant possession, the premises shall be got vacated under the Public Premises (Eviction of unauthorized occupants) Act, 1971.
51. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
52. In the event of any question, dispute, or difference arising out of this license or in any manner touching this license and the solution of which is not expressly provided in the license agreement, the same shall be referred to the sole arbitration i.e MD, CITCO or any other person appointed by him. The award of the MD, CITCO of the Corporation or his nominee shall be final and binding on the parties to the license. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Managing Director

ANNEXURE – A

LIST OF EQUIPMENTS TO BE INSTALLED

The equipments in brand new condition should be of Technogym, Matrix, Johnson, Sports Arts, Life Fitness or of matching makes/ brands.

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. Weighing machine
23. Water cooler
24. Biceps Curls Machines
25. Triceps Curls Machines
26. Lather Affd Benches/machines
27. Rowing Machine
28. Free Weights along with Barber Roads and Discs Plates'
29. Rod Stand
30. Decline Bench
31. Incline and Decline Bench press
32. Incline and Decline Cycles
33. Cable Cross

TECHNICAL BID

Sr. No	Description	To be filled in by the firm.
1.	Name & Address of the Bidder	
2.	Telephone No. , Fax No. Email ID, Mobile No.	
3.	Legal status of the applicant i.e. whether individual/ firm/ partnership/ company (<i>attach copies of document defining the legal status</i>).	
4.	GST No./ PAN Card No. / TAN No. (Refer Point No.1 (d) of the "Eligibility Criteria")	
5.	Attach documents showing experience (Refer Point No.1 (a) of the "Eligibility Criteria")	
6.	Attach Solvency certificate in the format (Refer Point No.1 (b) of the "Eligibility Criteria")	
7.	Attach undertaking regarding blacklisting/ non-blacklisting. (Refer Point No.1 (c) of the "Eligibility Criteria")	
8.	Attach list of brand new health equipment/ machinery proposed to be installed along with specifications and make/ brand. (Refer Point No. 5 of the Tender Document)	
9.	Any other information considered necessary.	

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.