

PART A
“TECHNICAL BID”

Format giving the technical details for grant of license for the running and operation of Health Club in Barbet Tourist Complex, Sohna (Gurgaon) on license basis.

1	Name of applicant/firm/company Society (in block letters)	
2	Date of incorporation (in case of company)	
	Date of Commencement of Business	
3	Full address alongwith Telephone Numbers with City Codes	
	a) Residential (with documentary proof)	
	b) Office (with documentary proof)	
4	Details of experience in establishing, running & operation of the Health Clubs (documentary proof to be attached)	
5	The extent of investment which will be made	
6	Facilities to be extended at the Health Club	
7	Brief description of the concept for Health Club of Barbet Tourist Complex, Sohna (Gurgaon)	
8	Any other information, terms and conditions that the applicant may like to add either in this sheet or as annexure	

Attach more sheets wherever required for furnishing of additional information.

I/We the undersigned being the applicant hereby apply to the Managing Director, Haryana Tourism Corporation Limited for the grant of license to run and operate the Health Club in **Barbet Tourist Complex, Sohna (Gurgaon)** in accordance with the

terms and conditions of Haryana Tourism Corporation. I/We have read and understood the terms and conditions of the offer of allotment and hereby unequivocally accept the same. I/We have inspected the premises meant for Health Club for which offer is being submitted.

Dated:
Place:

**Signature of the authorized person of applicant
(Name in capital letters).**

PART 'B'
FINANCIAL BID

FOR GRANT OF LICENSE FOR RUNNING OF HEALTH CLUB Barbet Tourist Complex, Sohna (Gurgaon) ON LICENCE BASIS.

1. The Financial Bids on the prescribed formats would be obtained only from the shortlisted applicants after presentation on the basis of the technical bids. The finally accepted concept, on the basis of the presentation, would be intimated to all the applicants participating in the presentation, so as to bring them at par with each other for getting the Financial Bids.
2. Not to be submitted with the initial offer containing the Technical bid.

Certified that:-

I/We have read all the terms and conditions of the tender for running of Health Club in **Barbet Tourist Complex, Sohna (Gurgaon)** on License basis.

I/We hereby offer to pay a sum of Rs. _____
(Rs. _____) as the license fee for the initial period of three years.

I/We understand that the allotment will be initially for 3 years but with provision for two renewals of one year each. The renewal is subject to a minimum of 35% increase in the license fee.

**Signature of the applicant along with
Complete address**

MAIN TERMS AND CONDITIONS FOR GRANT OF LICENSE FOR MANAGING & OPERATION OF THE HEALTH CLUB AT BARBET TOURIST COMPLEX, SOHNA (GURGAON)

1. Sealed offers shall be accepted upto 3.00 p.m. of **22nd November, 2007** in Head office of Haryana Tourism Corporation Limited, at SCO 17-19, Sector-17/B, Chandigarh.
2. Conditional/Telegraphic offers & offers without EMD and not on the prescribed form shall not be entertained. Offers received after the prescribed time and date shall also not be entertained.
3. Offers containing the **Technical Bids** on the prescribed format shall be received in sealed envelope, duly super scribed as “**Expression of Interest for Barbet Tourist Complex, Sohna (Gurgaon)**”.
4. After receipt of the offers, the applicants would be called for presentation at their own cost.
5. The Financial Bids on the prescribed formats would be obtained only from the shortlisted applicants after presentation on the basis of the technical bids and verification of the Credentials.
6. The offer must be accompanied by Earnest Money of **Rs. 10,000/-** (Rupees Ten Thousand only) in the form of DD in favour of Haryana Tourism Corporation Limited, payable at Chandigarh. Offer without earnest money shall not be entertained.
7. The earnest money of the successful applicants would be adjusted towards the Security payable by him and it would continue till the continuation of the contract. No interest shall be paid on the security deposit.
8. Offer letters are to be signed by the person(s), who are competent and lawfully authorized to do so. Correction/overwriting, if any, should be authenticated under the signature of the Authorized officers of the applicants.
9. Offers must be kept open for acceptance for a period of 90 days from the date of its opening.
10. The applicants should have a minimum experience of two years in establishing, management and operation of Spas, Health Clubs, Panchkarmas of reputed Hotels/institutions.
11. The Managing Director, Haryana Tourism Corporation Limited reserves the right to accept or reject any or all the offers without assigning any reason, whatsoever.
12. In the event of any dispute, the same shall be referred for arbitration to the Managing Director, Haryana Tourism Corporation Limited. The decision of the Arbitrator shall be final and binding on both the parties.

SIGNATURE OF APPLICANT

Encl: EMD in form of DD Bearing No. _____
Dated _____ for Rs. 10,000/- drawn on _____.

OTHER TERMS AND CONDITIONS FOR GRANT OF LICENSE FOR RUNNING AND OPERATION OF THE HEALTH CLUB AT Barbet Tourist Complex, Sohna (Gurgaon).

The Licensee will have to enter into an agreement containing these terms and condition + the additional conditions that maybe agreed at the time of presentation of the concept or at the time of allotment. The non judicial stamp paper of the requisite value will have to be purchased in the name of the licensee and to be signed by both the parties before taking over of the possession of the premises.

Allotment of Health Club located in the **Barbet Tourist Complex, Sohna (Gurgaon)** shall be made on licence on "as is where" basis is for a period of three years, with provision of two renewals of one year each.

1. In these terms and conditions, unless the context otherwise requires.
2.
 - i) "Licensor" means the DDO/Officer Incharge **Barbet Tourist Complex, Sohna (Gurgaon)**, Haryana Tourism Corporation Limited.,
 - ii) "Licensee" means, an individual/firm/company to whom the license is granted for running and operation of Health Club, in **Barbet Tourist Complex, Sohna (Gurgaon)** (A unit of Haryana Tourism Corporation Limited).
 - iii) "License fee" means, the sum of money payable 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 detailed terms and conditions of allotment of premises.
 - v) "Licensed premises" means the Health Club and the Hall in **Barbet Tourist Complex, Sohna (Gurgaon)** for which the license is to be granted for its running and operation.
3. At present, the Health Club in **Barbet Tourist Complex, Sohna (Gurgaon)** provide the following facilities:-
 - i) Sauna & Steam bath
 - ii) Massage Room and changing room.
 - iii) Jucuzzi and Reception Area
4.
 - (a) Preferences will be given to those parties/firms/agencies who have a minimum of two years of experience/tie with a reputed Health Club/Beauty Parlour.
 - (b) The parties/Who are desirous of taking the space for Health Club on licence basis shall have:-
 - i) To refurbish and undertake renovation and upgradation of the premises of Health Club and other plant and equipment including permanent fixtures and furniture already available. On the expiry of the agreed licence period, ownership rights of permanent fixtures

- including plant and equipment 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 Equipment etc., originally provided or installed by him. The maintenance/repair of the machines including those made available by the licensor shall also be the responsibility of the licensee.
- ii) To pay the agreed license fee, on due dates as mentioned in the agreement.
 - iii) To make the entire investment for the upgradation and renovation including repair and maintenance cost.
 - iv) To comply with other terms and conditions as hereinafter indicated.
 - v) All expenses incurred to run the Health Club including staff salary, electricity and water expenses etc. shall be borne by the licensee.
5. In consideration of the periodical payments agreed to be made by the licensee's 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 of hotel for which the premises will be allotted. On the days and during the hours to be determined by the licensor from time to time. Any change in the authorized purpose shall be made only with the permission in writing of the licensor.
6. During the currency of this license, the licensee will have to agree with the Licensor and undertake (wherever applicable) as follows:-
- a) That the licensee shall undertake renovation and up-gradation of the Health Club etc.including installed plants and equipments at his own expenses within the prescribed period after the date of this license in a good substantial and workmanlike manner and to the satisfaction of the licensor.
 - b) That the licensee shall install and make available such equipment as is necessary for the smooth conduct of the Health Club as per satisfaction of the licensor.
7. That the license to manage & run the Health Club at **Barbet Tourist Complex, Sohna (Gurgaon)** will be granted initially for a period of three years with provision for two renewals of one year each.The renewal will be subject to a minimum of 35% increase in the licence fee p.a.over that of the immediate proceeding years license fee OR at the negotiated rate at the time of renewal of license, whichever is higher.
8. That the Licensee will deposit 15% of the total bid amount of the license fee of three years as Security in form of DD with the Licensor before taking possession of the licensed premises. The security would be refunded only on completion of the contract period (and not to be adjusted in the last installment) provided it has not been forfeited for any contravention of the terms and conditions of the agreement.

9. That the licensee will have to deposit license money in installments as under:-
- a. 1/10th of the total bid money being advance deposit immediately at the time of allotment.
 - b. Remaining amount in nine equal installments on quarterly basis like 1st January, 1st April, 1st July and 1st October of every calendar year.

The licensee will have to deposit the local post dated cheques for all the installments before taking possession of the licensed premises.

10. In case of non clearance of the cheques by the concerned bank by the due dates, the Licensee will have to pay interest @ 12% for each day of default. The maximum period of default should not exceed 30 days otherwise the Licensor, would be at liberty to terminate the agreement and to forfeit the entire amount paid as installments and also as security and to take over the possession of the licensed premises.
11. The possession of the licensed premises would be given only on completion of the following requirements:-
- a. Deposit of all post dated local cheques for the various installments.
 - b. Execution of the agreement (on non judicial papers of requisite value to be purchased in the name of the licensee) containing the prescribed terms and conditions.
 - c. Deposit of two passport size photographs, attested copies of ration card/Voter I/card etc.
 - d. Deposit of the list showing the details of his property owned by the applicant.
 - e. Photo copy of PAN Card.
12. In the event of failure of Licensee to take over the possession within three months of the allotment of license or leaving the premises with three months after its occupation, licensor shall have the right to re-allot the same at the risk and cost of licensee in order to realize the amount of loss sustained due to the failure of licensee to run the activity, besides forfeiting security & installments and also the recovery of balance amount, if any.
13. The premises shall be deemed to be Public Premises as defined in the Haryana Public Premises and Land (Eviction and Rent Recovery) Act-1972 (as amended from time to time).
14. The licensee shall pay water charges, electricity charges, service tax and all other taxes/levies (except House Tax) as may be imposed by the authorities during the period it enjoy the premises.
15. The licensee shall exhibit a Complaint Book at conspicuous place which shall be made available to the customer(s) on request and which shall also be open for inspection to the Licensor or any person authorized by the Licensor..

16. The licensee shall be responsible for any loss/damage to the property and the same shall be indemnified forthwith on being assessed by Licensor.
17. The licensee can display his name on the Facility Board at the Reception of **Barbet Tourist Complex, Sohna (Gurgaon)**. The licensee shall not display any Neon Sign Board etc. without Licensor's prior permission.
18. The Licensee shall not alter the original colours scheme/ambience of the licensed premises or the façade or front elevation nor erect sub screens, curtains or blinds on the exterior nor paste any bills, advertisement, posters, notices, cuttings etc. on the glasses nor permit the same to be made, affixed or altered or erected in any circumstances.
19. That the licensee shall obtain and keep in force all various permissions and licenses from various authorities, 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. In case of any offense on the leased premises, the licensee will be solely responsible for its penalty and consequences.
20. In case the licensee suffers any loss on account of it being restrained by Licensor for indulging in illegal activities or any contravention of any law, the licensee shall not be entitled to any compensation whatsoever.
21. The licensee shall not use the said premises for any other purpose, except for which it has been leased. The licensee shall also not assign or sublet or part with the possession of the said premises or any part thereto.
22. The licensee shall not be liable for any claim from the licensor against any untoward incidents like theft, riots, natural calamities or the failure of electricity or even change of the policy by the Govt. blockade of the road in front of the Tourist Complex.
23. The area in front of the Health Club shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
24. The Licensee will not install and operate any public address system or any other media in the area allotted to him, which may cause disturbance in area.
25. That the Licensee shall manage, operate and conduct the Health club so as to preserve the reputation of the licensor and its Tourist Complex and to abide by the rules and regulations framed by the licensor and / or the Faridabad 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 Faridabad Administration and in particular not to use or permit the said Health Club to be used for any form of unlawful activities.
26. That the Licensee shall not make any alterations or additions to the said Health club without obtaining prior written approval of the licensor, both for the drawings, colour scheme so that it may match with the overall ambience of the Tourist Complex. Failure to do so would be considered as violation of the agreement.

27. That 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.
28. That the Licensee shall not store or cause to be stored any hazardous, combustibile or dangerous goods in the Health Club.
29. That the licensee shall not employ for work or otherwise allow any person at the Health Club who is with dubious character and behavior and/or suffering from any contagious infectious disease or it is not suitable attired.
30. That it the Licensee shall forthwith submit at the requisition of the Licensor any member of its staff for medical examination by the Civil Surgeon, Gurgaon at the cost of the licensee.
31. That the licensee shall use route or passage to go to or come out of the Tourist Complex premises for reaching the Health Club or any toilet or wash room as is stipulated by the Licensor for use by persons working at the Health Club.
32. That the licensee shall not do or permit to be done any act which may invalidate or in any way affect the insurance of the building or property wherein the Health Club is located.
33. That the licensee shall not throw dirt; rubbish, garbage refuge or permit the same to be thrown in or near the Health Club of the Tourist Complex.
34. 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.
35. That the licensee shall forthwith on the expiry of the license or its earlier termination by the Licensor, shall vacate the Health Club and remove all its wares equipment, 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.
36. That the licensee shall take out a policy of insurance in the joint names of the Licensor and the Licensee against all liability in respect of any damage or loss which may be suffered by any person other than the company or by Licensee by reason or arising directly or indirectly out of the use of the Health Club premises for the authorized purpose and to keep the Licensor indemnified against all such liability. Similarly, the Licensee will also take an insurance policy for the safety of various assets owned by the Licensor but transferred to the licensee under this agreement as well as the assets acquired by him from time to time.
37. The licensee will provide fully equipped first aid box in the Health Club to meet any eventuality.

38. That the licensee would be responsible for compliance of various applicable Labour, Commercial & Tax Laws like PF Act, Min Wages Act, ESI Act, Child Labour Act, Service tax, Income tax etc. etc.
39. The licensor or his authorized officer will have to right to enter and inspect the licensed premises to ensure that the premises licensed is lawfully utilized and to ensure that all the terms and conditions are being followed by the licensee.
40. That in the event of the breach of any of the terms and conditions or the termination of the agreement/vacation of the premises before the expiry of the agreement, the Licensor shall be entitled to forfeit the whole of the security deposit and the installments paid by the licensee, besides terminating/revoking the lease and on the revocation being made, the licensee shall quit and vacate the premises without any resistance and obstruction and give the complete control of the premises to HTC and shall not claim any compensation for any resultant injury thereof.
41. That any dispute arising out of these terms and conditions or otherwise shall be referred for sole arbitration to the Managing Director, Haryana Tourism Corporation who may either himself act as Arbitrator or appoint any serving or retired officer of HTC or Haryana Govt. to act as Arbitrator on his behalf. The Managing Director of HTC will also be competent to change/substitute/withdraw the Arbitrator so appointed by him if the situation so warrants. The proceedings before the Arbitrator shall be governed by the provisions of the Arbitration & Conciliation Act-1996, as amended from time to time. The appointment of any person as Arbitrator would not be invalidated merely on the ground of his being associated with the Licensor or Haryana Government
42. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.
43. These terms and conditions are only illustrative and not exhaustive, If any more condition needs to be incorporated in the interest of the Corporation, the same will be done and a letter in this regard will be issued to the licensee by the licensor for its due compliance..

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