



E-AUCTION NOTICE

E-Bids are invited for licensing out of “Health Club, Spa, Gymnasium, Room for indoor games & Swimming pool at Hotel Rajhans, Surajkund of Haryana Tourism Corporation Ltd. The e-auction will be held on 01st April, 2024 11:00 am to 4:00 pm. Last date for submission of documents is 27th March, 2024 till 11:00 am. For enquiry please contact DDO of Hotel Rajhans, Surajkund.

E-Auction documents along with details of activity is available at the website of HTC i.e. www.haryanaturism.gov.in as well as on NIC portal <http://eauction.gov.in> for online participation. Managing Director, HTC reserves the right to accept or reject any or all bids without assigning any reasons.

**ISSUED BY
MANAGING DIRECTOR**



ONLINE AUCTION NOTICE

Haryana Tourism Corporation Limited
(a state government undertaking)
CIN 45202CH1974SGC003437
S.C.O. No. 17-18-19 ,Sector-17-B, Chandigarh-160017
Ph. :-0172-2702955, 0172-2702956, 0172-2702957. Fax No.:-2702783
e-mail:- haryanaturism@gmail.com , Website:- www.haryanaturism.gov.in
e-Auction Portal ([https:// https://eauction.gov.in](https://eauction.gov.in))

Haryana Tourism Corporation intends to license out “Health Club, Spa, Gymnasium, Room for indoor games & Swimming pool at Hotel Rajhans, Surajkund of Haryana Tourism Corporation Ltd. on “as is where is basis” as per detail below through online Auction hosted on NIC e-auction portal i.e.(<https://eauction.gov.in>).

Sr. No.	Particulars	Remarks
1.	AUCTION NOTICE No.	/2024
2.	Offline Submission of e-Service Fee / processing Fee Initially Bidder has to deposit e-Service Fees of Rs.1180/- (Non Refundable).	The interested bidder shall have to deposit e-Service Fees of Rs. 1000/- @18% GST=1180 (Non Refundable) through offline Mode in the shape of Demand Draft in favour of “SOCIETY FOR IT INITIATIVE FUND FOR E-GOVERNANCE” Payable at Chandigarh. (i)The Demand Draft is to be submitted to the concerned DDO of the complex and copy of the same be also uploaded on the e-auction portal on or before 11.00 AM on 27 th March, 2024.
3.	Participation Fees i.e. Earnest Money Deposit	The interested bidder shall have to deposit 5,00,000/- EMD (Refundable) through offline Mode in the shape of Demand Draft in favor of “HARYANA TOURISM CORPORATION LTD.” Payable at Chandigarh The Demand Draft is to be submitted to the DDO of the concerned complex and copy of the same be also uploaded on

		the e-auction portal on or before 11.00 AM on 27/03/2024
4.	Date of Start of Online Auction	On 01 st April, 2024 from 11:00 am
5.	Date of Close of Online Auction	On 01 st April, 2024 till 04:00 PM

IMPORTANT NOTE(S):-

- (1) To participate in the Online Auction, the bidders are required to obtain Digital Signature Certificate (DSC). Bidders can participate by sign-up online (create user account) on NIC e-Auction Portal i.e. (<https://eauction.gov.in>).
- (2) The bidder will have to deposit the Demand Draft and documents as required for eligibility criteria on or before 27/03/2024 by 11:00 A.M for participation as well as EMD to the concerned DDO of the complex and also will have to upload the copy of the same on the e-auction portal. Documents will be verified by the technical committee.
- (3) If a bidder successfully quotes within 5 minutes before the close of the auction, the closing time will be increased by 10 minutes for other bidders to respond.

The detail of “Health Club, Spa, Gymnasium, Room for indoor games & Swimming pool at Hotel Rajhans, Surajkund is as under:-

S. No	Particular	Period	Reserve Price	EMD/Participation Fee	Increment value
1	Health Club, Spa, Gymnasium, Room for indoor games & Swimming pool at Hotel Rajhans, Surajkund	For period of 03 years (1+1 years) from the date of issue of license	85,00,000/- Per Year	Rs.5,00,000/-	20,000/-

I. GENERAL INFORMATION TO BIDDERS

1. The Bidders can download the e-Auction documents from the Portal: (<https://eauction.gov.in>).
2. The intending bidders before participation in the Online Auction/ bidding process will be required to create their user id and password at i. e. (<https://eauction.gov.in>) step's to create user id and password steps:-
 - Go to Firefox update.150 version (46.0.1) and also update Java version 151 or 161 (32bit).
 - Go to Online Bidder Enrollment link at eauction.gov.in

- Fill all the required information at online bidder enrollment page.
 - After successfully creation of user id and password intending bidder required to login in eauction.gov.in
 - Link Digital Signature Certificate(D.S.C) with indenting bidder's account at eauction.gov.in
 - After Successful completion of above said point's bidder will able to go at their home page screen at eauction.gov.in and then bidder can participated in intending auction.
3. **To be eligible to participate in the Online Auction. She/he will be required to make offline payment of e-Service Fee & Participation Fees as per details provided in table at point no. 2 & 3 The intended bidder who fails to pay e-Service Fee & Participation Fees under the stipulated time frame shall be restricted to participate in Online Auction.**
4. **The Participation Fees / Earnest Money Deposit (EMD) i.e in the shape of DD is to be submitted by the bidders only through offline mode.**

NOTE:- If the Online Auction for same are cancelled or recalled on any grounds, the e-Service fee of Rs. 1000/-@18% GST=1180/- (Rupees One Thousand One Hundred Eighty only) (Non Refundable) will not be refunded to the bidder(s).

FINANCIAL BID RELATED DETAILS

MINIMUM RESERVE PRICE - 85.00 Lakhs for three years

Increase in the LICENSEE FEE for 4th year will be as per prevailing market conditions, subject to minimum of 15 % increase over previous Licensee fee.

Increase in the LICENSEE FEE for 5th year will be as per prevailing market conditions, subject to minimum of 15 % increase over previous Licensee fee.

MINIMUM INCREASE PERMITTED IN E-AUCTION- 20,000/-

GST – **18%** Extra as applicable

II. (ELIGIBILITY FOR PARTICIPATION /IMPORTANT NOTES) :

- (1) Registered Entity: Bidder should have company formed in last 3 years, i.e., (Sole Proprietorship/ Firm/ Pvt. Ltd. Company /LLP. (Certificate of Incorporation, GST, and PAN shall be submitted).
- (2) The applicant should have a minimum of 04 years experience in running of Government/ private swimming pool
- (3) Financial Capacity: The Agency should have Average Annual Turnover of not be less than 75 lakh for Last 3 financial years (FY 20-21, 21-22, & 22-23) years and should be duly certified by the Chattered Accountant.
- (4) Bidder should have ISO certificate for services (Gym, Swimming Pool etc.)
- (5) Bidder should have bank solvency of Rs. 25 Lakh
- (6) Bidder should have GST Certificate.
- (7) Bidder has to submit latest balance sheet of the last three financial year (FY 20-21, 21-22, & 22-23)
- (8) Declaration duly self-attested that applicant is not blacklisted by any State or Centre Govt. Dept./ Public Sector Company (or) autonomous body to be attached.
- (9) Any person legally competent to enter into a contract will be eligible to participate in the auction.
- (10) No bid shall be accepted in the name of any other person(s) unless the name of all the persons making the bid is given specifying their individual share and the person making bid produces a valid legal power of attorney authorizing him to bid on their behalf and also copy of Pan Card of the applicant.
- (11) In the case of bid on behalf of a firm or company or an association etc., the bidder shall furnish the certified copies of Board Resolution/ Authorization in favour of the person making the bid along with the certified copy of Memorandum of Association/ Articles of Association of Company, partnership Deed, HUF etc as the case may be and that the bidder has the authority to bid and enter into an agreement.
- (12) No bid below the reserve price will be accepted.
- (13) In the event of default or breach or non-compliance of any of the terms and conditions as indicated or for furnishing any wrong or incorrect information at the time of auction etc the competent authority shall have the right to cancel the bid and forfeit whole or any part of the amount paid by the bidder.
- (14) The successful bidder will have to purchase the stamp papers of requisite value in his name to execute the License Agreement containing the prescribed terms and

conditions and would get it registered from the registration authorities. The Stamp Duty and registration fee charges will be borne by the successful bidder.

(15) HTC may add/delete/ substitute any shops/ sites before the start of auction.

(16) The acceptance of the highest bid would be subject to the final approval of the Managing Director/HTC, who may accept or reject any bid without assigning any reasons thereof.

Specific Terms & conditions :-

1. Licensee will ensure that all the services must be operational, ensuring clean linen, clean premises / maintenance of Swimming Pool & Filtration plant / other equipments / machineries of entire facilities under control during entire license period
2. The Licensee will depute trained uniformed staff including Life Guards round the clock, who will be available and responsible for the safety and security of the guests. That the Life Guard(s) shall have adequate knowledge of First-Aid and artificial respiration.
3. The Licensee will man & manage the Ladies / Gents Changing Rooms.
4. The Licensee will man, manage and maintain the swimming pool throughout the year during entire license period along-with life guards even in off season. The water of the swimming pool should remain clean with proper treatment and the licensee will keep the Life Guard round the clock.
5. No Cross Massage / Spa facilities will be provided by the licensee to the guests. The Licensee will have to maintain separate Massage / Spa sections for Ladies and Gents.
6. The Licensee will keep CCTV- e-surveillance system in working condition at all times with a backup of atleast 15 days.
7. The Room for indoor games will be used by the licensee for Billiards, Table Tennis, Carom, Chess and Luddo only.
8. The licensee will have to hand-over peaceful possession of the premises to the Licensor on the day of completion of license period.
9. The licensee will not allow any visitors/guest using Swimming pool/Health club in an abbreviated condition/under the influence of liquor.
10. The licensee will be liable for any untoward incidents whatsoever happen with visitors / guests using services under his control.
11. The Licensor reserve the right to use the area / lawn adjoining to Swimming Pool known as "Pool side lawn" for party functions, events and any other such purpose.
12. The Licensor reserve the right to temporarily suspend / change timings of operation of Swimming Pool due to security reasons in the event of VVIP movements on any day or

during Surajkund International Crafts Mela period

13. The Licensee will maintain and keep complete day-wise written record of the visitors/guests availing the services of Health Club/Swimming pool/Spa/ Gymnasium and Play room alongwith their valid Govt. photo ID.
14. The licensee will hand over peaceful possession of Swimming Pool during Off-Season, if Licensor intends to renovate the Swimming Pool during the License period
15. At present, the "Health Club, Spa, Gymnasium, room for indoor games and Swimming Pool" at Hotel Rajhans provides the following facilities-
 - Health Club & Spa
 - Sauna & Steam bath
 - Multi-Gymnasium
 - Shower Rooms with changing room and Lockers.
 - room for indoor games
 - Swimming Pool

16. List of Equipments available for use by the Licensee during the license period on as is where is basis:-

S.No.	Particulars of Equipments	Quantity
1	Motorized Treadmill	02
2	Magnetic bike, cosco make	05
3	Let pull down machine (100 kg)	1 set
4	Leg curl/leg extension with 80 kg	1 set
5	Sealed chest press with 100 kg	1 set
6	Sealed rowing machine 100 kg	1 set
7	Sealed press machine 100 kg	1 set
8	Leg press with 120 kg	1 set
9	Exercise Mat	3 Nos.
10	Swiss Balls	1 No
11	Cross trainer, commercial	1 No
12	Flat bencher	1 No
13	Flat bench press	1 No
14	Incline/decline bench	1 No
15	Preative curl bench	1 No
16	ABD Board	1 No
17	Standing Twister	1 No
18	Rode holding stand	1 No
19	Free weight rack	1 Set
20	Recumbent bike	1 No.

21	Barbell set (186 Kg)	1 set
22	Power squat Stand	1 Pcs
23	Stainless steel dumbbells (300 kg x Rs. 70/-)	1 set
24	Weight plate rubberized (300 kg Rs. 40/-)	1 pc
25	Spare bar bell rode	1 pc
26	Dumbbell rodes	2 pairs
27	W/L rode 3" x	4 pcs
28	W/L rode 4" x	2 pcs
29	W/L rode 5" x	2 pcs
30	W/L rode 6" x	2 pcs
31	Spare locks rode	5 pcs
32	Billiard Table	01 No.
33	Table Tennis Table	01 No.
34	Cash Counter	01 No.
35	Cabinet For Juice	01 No.
36	Wooden Box with Logo	01 No.
37	Wooden Lockers	02 No.
38	Wooden Cabinet for Towels	02 No.
39	Seated Bench	04 No.
40	Massage Belt with Mattress	02 No.
41	Tables 15x15 and 18x18	02 Nos
42	Sofa 5 seater	01 No.

III- General Terms and conditions and payment mode for licensing out of Health Club, Spa, Gymnasium, Room for indoor games & Swimming pool at Hotel Rajhans, Surajkund is available / can be viewed at Annexure-A of this document.

MANAGING DIRECTOR

(Corrected as vetted by LA-04.02.2015)

HARYANA TOURISM CORPORATION
TERMS & CONDITIONS FOR AUCTION OF SHOPS/SITES
(For the auctions to be held in 2024)

1. The bidders shall have to undertake to abide by the terms and conditions of HTC and to deposit Earnest Money i.e. 5% of the reserve price in shape of DD for participating in the auctions.

The earnest money of the successful bidder would be converted into security deposit. The earnest money of the other bidders would be refunded, as per the discretion of the auction committee on the spot.

2. That 15% of the final bid amount is to be deposited by the licensee as interest free security deposit either in the shape of Bank Demand Draft/NEFT etc.. The security would be refunded only within ten working days from vacation of the premises on completion of the license period (and not to be adjusted in the installments/last installment/other payable amount) provided it has not been forfeited for any contravention of the terms and conditions of the agreement.

3. That the licensee will have to deposit license money plus GST etc. (as applicable from time to time by any enforceable law) in installments as under:-

- a) **Where the period is 1 year**

1/3rd of the total bid money plus G.S.T. to be deposited immediately after issue of LOI and the remaining amount in **two** equal quarterly installments.

However in case of HTC, Pinjore, 50% of the total bid money + G.S.T. to be deposited immediately after issue of LOI and remaining 50% after 3 month of issue of LOI.

In case of Parking Site at HTC-Dharuhera, 50% of the total bid money + G.S.T. to be deposited immediately after issue of LOI and remaining 50% after 3 month of issue of LOI.

- b) **Where the period is 2 years**

1/6th of the total bid money plus G.S.T. to be deposited immediately after issue of LOI and the remaining amount in **five** equal quarterly installments.

However, in case of HTC, Pinjore and Tikkar Taal, 40% of the total bid money + G.S.T. to be deposited immediately after issue of LOI and remaining 60% in **six** equal quarterly installments.

- c) **Where the period is 3 years**

1/10 of the total bid money plus G.S.T. to be deposited after issue of LOI and the remaining 90% amount in **nine** equal quarterly installments.

However, in case of HTC, Pinjore & HTC, Tikkar Taal Morni, 30% of the total bid money + G.S.T. to be deposited immediately after issue of LOI and remaining 70% in **seven** equal quarterly installments.

d) **Where the period is 5 years**

1/15 of the total bid money plus G.S.T. to be deposited immediately after issue of LOI and the remaining amount in **fourteen** equal quarterly installments.

However, in case of HTC, Pinjore & Tikkar Taal 20% of the total bid money + G.S.T. to be deposited immediately after issue of LOI and remaining 80% in eight equal quarterly installments.

(All the licensees will have to deposit Local post dated cheques in respect of all the installments in advance before taking possession of the site/shop).

4. In case of non payment of installments by the Licensee upto the 10th day of the month, he/she shall have to pay 2 ½% per day of the due amount for each day upto 15th day as penalty. Thereafter, if he fails to pay the rent and penalty , the DDO shall shut down the activity on the 16th day of the month. In that case, the activity can be resumed only after getting the approval of Managing Director and after last date of month, if the Licensee remains at default then 15% security alongwith entire amount paid by the licensee shall be forfeited. In that case the income/ profit will go to Licensor and loss, if any, shall also be recovered from the Licensee and in this regard concerned DDO shall ensure the compliance in letter and spirit.
5. Where the total amount to be deposited in the form of first installment and security deposit is more than Rs. 5.00 lacs, permission can be granted on request of the highest bidder,(Licensee) for payment of the remaining amount in three days time provided Rs. 5.00 lacs is paid in cash at the fall of hammer and cheque duly signed for the balance amount are handed over to HTC as security.
6. The earnest money of the licensee would be forfeited if he fails to deposit the first installment, security deposit and the requirements as indicated at Sr.No.7 below at the time of acceptance of the highest bid. The Auction Committee/ Licensor may in their discretion, in the best interest of the Corporation, consider giving the offer to the next two parties at their highest bids in case of the refusal of the first bidder to deposit the amount. However, such offer will be subject to the acceptance by the concerned/subsequent bidders.
7. The possession of the shop 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. The Stamp Duty and Registration Charges for registration of the license Agreement with the concerned authorities would be borne by the licensee.
 - c) Deposit of two passport size photographs, attested copies of ration card/Voters I/card/Driving License etc.
 - d) Deposit of self attested list showing the details of his property

- e) Self attested photocopy of the PAN Card & Aadhar Card.
- f) Deposit of undated security cheque of 50% of the final bid amount.

In the event of failure of highest bidder/licensee to take over the possession on 1st day of start of license, HTC shall have the right to re-auction 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 and recovery of balance amount.

- 8. The licensee shall pay water charges and electricity charges (wherever applicable) as per the separate meter reading or proportionate amount in case of the combined meter, as may be assessed by the DDO of the complex during the period of License.
- 9. The licensee shall keep the area neat and clean and in case of failure to do so, the DDO of the Complex will have the right to get it cleared at the cost of licensee and recover the amount spent by HTC on this account from the licensee or to adjust the same out of any amount lying with HTC.
- 10. 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).
- 11. The licensee shall pay the G.S.T. including the surcharge, house tax and all other taxes/duties/charges as may be applicable/ imposed/ levied by the Govt., local authorities or statutory bodies, during the period of possession of licensed premises.
- 12. The licensee shall appoint experienced staff for the conduct of business and for all misconducts on the part of licensee or his representative /employee etc. if any compensation is awarded by any court, the licensee himself will be responsible. The DDO of the complex will also be competent to pass appropriate orders (after giving to the opportunity to the licensee) regarding penalty, fine etc. and on his recommendation, the competent authority will be competent to terminate the license with orders to make good loss to HTC.
- 13. 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 by the DDO of the Complex or by person(s) duly authorized by Managing Director, HTC, Chandigarh.
- 14. The licensee shall be responsible for any loss/damage to the property and the same shall be indemnified forthwith on being assessed by HTC.
- 15. 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 Licensor will be at liberty to do so and these will be acceptable to the licensee.
- 16. The licensee shall display the name, as mentioned in the agreement, in capital letters outside the site/premises immediately before the start of the activity.

17. The licensee shall not display any Neon Sign Board etc. without HTC's prior written permission and shall be responsible to pay the Advertisement tax or any other taxes/charges/levies/cess etc in this regard.
18. The licensee will obtain various permissions as and when required as per the local regulations. In case of any offence on the leased premises, the licensee will be solely responsible for its penalty and consequences.
19. In case the licensee suffers any loss on account of it being restrained by HTC for indulging in illegal activities or any contravention of any law, the licensee shall not be entitled to any compensation whatsoever.
20. The licensee shall give details of his/their property before taking possession of the premises. Any such property can be forfeited by HTC in the event of nonpayment of the dues/penalties by the licensee on account of the contravention of any of the terms as mentioned in the agreement.
21. The licensee shall not use the said premises for any other purpose, except for which it has been licensed. The licensee shall also not assign or sublet or part with the possession of the said premises or any part thereto. The licensee shall not carry any addition/ alteration in the premises without prior written permission of HTC.

The licensee shall continue the activities in a proper manner in the licensed premises and shall not discontinue such activities for which the premises is licensed for more than 7 days without the permission of DDO as the purpose of HTC to grant license is to make available facilities to the visitors.

22. The licensee shall not be liable for any claim from HTC 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 complex because of the construction of the fly-over, expansion of road or blockade of the roads for any reason what so ever etc.

Licensee shall exclusively and directly be liable for any loss either caused to visitor, customer/tourist/person or their property and licensee shall be personally liable for any loss or illegal activity and HTC authority shall not be liable for any loss of any kind whatsoever.

23. Wherever, packed goods are to be sold and the MRP is mentioned on the packing, the goods shall be sold at the MRP and if sold at the excess price, the licensee shall be solely liable for non compliance/or violation of any law or provision of the act that he is under law duty bound to comply.
24. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or the building or on the open space in front of the shop/site/place of activity.
25. Whenever the licensed premises is already constructed one or in the shape of shop/Booth Licensee shall not be entitled to any kind of permanent or temporary alterations in the structure, including fittings installed except wooden/aluminum,

temporary and easily removable arrangement, which may be necessary for proper use of licensed premises that too with the prior approval of HTC authorities so that licensed premises may not be damaged and whenever licensed premises is an open space/site, the licensee can only be entitled to use such space as per the directions from time to time made by the HTC authorities in the public interest as well as that of HTC and any temporary arrangement over such space shall be got first approved by the licensee from HTC authorities. The Licensee shall neither alter the original color of the outside the shop or the façade and front elevation, nor erect sub 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. In order to maintain uniformity in putting the signage on the front elevation of the shops, the DDO of the unit concerned shall approve size, design, colour etc. where the shop/site/activity is located.

26. The area in front of the licensed shop/site/activity shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a passage.
27. The Licensee will not install and operate any public address system or any other media in the shop allotted to him, which may cause disturbance in area wherein the shop/site/activity is located.
28. In the event of the death of the original licensee, it shall be incumbent upon the legal heirs of the deceased licensee if required by the licensor have to enter into a fresh license agreement and comply with all the terms and conditions given herein.
29. The licensee would not be allowed the exclusive right to sell the items for which the auction has been held and the highest bid accepted. HTC will have the right to run the same activity itself or to lease it out to another licensee.
30. The licensed premises can be put to use for which the same had been auctioned/licensed. The shop/site will not, however, be allowed in any case as Halwai shop, Dhaba, Restaurant, Liquor, Chemical based items etc.
31. The DDO/Officer Incharge of the concerned unit, his/her superior officials and any officials authorized by them in this behalf shall any time be at liberty to enter into the premises for inspection of maintenance of such premises and the compliance of other terms and conditions and general check up in the public interest as well as that of HTC and the licensee shall be duty bound to allow such inspection at any time even during night hours as and when so required and licensee shall make himself / herself available for such inspection and will get his/her contact No. registered with the HTC and if the licensee fails to make himself/herself available within one hour from the intimation for this purpose then the aforesaid officials shall be at liberty to break open the locks for such inspection and in that event licensee shall be liable for any incidental loss and such action of the aforesaid official shall be deemed to be approved and consented by the licensee.
32. That in the event of the breach of any of the terms and conditions or the termination of the agreement/vacation of the shop/site by the licensee before the expiry of the agreement, HTC 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. The Licensor will have the right to re-auction the activity at the risk and cost of the earlier licensee.

33. After license period, the licensee undertakes to vacate the premises forthwith and handover its possession to the HTC authorities and occupation of the licensee after the said period even for a moment shall be unauthorized and as that of a trespasser. In any case, for any reason whatsoever, the vacant possession after the license period is not handed over as aforesaid, licensee shall be liable to be evicted under Haryana Public Premises and Land (Eviction and Recovery) Act 1972 and other laws as may be applicable from time to time.
34. In any case, for any reason whatsoever, the vacant possession after the license period is not handed over to the HTC authorities and such licensee/unauthorized occupant/such person, for the period of unauthorized possession, till the time such person is evicted including the period of eviction proceedings shall be liable to pay rupees five hundred per day and in addition to such payment, such person shall also be liable to pay double the amount of the last license fee payable under the agreement or market license fee whichever is higher, to be calculated per day proportionately and such payments shall be treated as use and occupation charges for the unauthorized period and the same shall not confer any legal right/status of any kind whatsoever upon such person and the licensee to ensure the vacation of premises on due time and in order to secure the aforesaid use and occupation charges, agrees to deposit undated security cheque of 50% of the final bid amount with authority to licensors to encash it after filing and date after the aforesaid default if any, and such right of licensor of encashment of such cheque shall be in addition to other legal rights of such recovery. The aforesaid security shall be deposited in addition to 15% security of the final bid amount referred in above paras.

Such person for the unauthorized period shall also be liable to pay all other charges, taxes, duty etc. as may be applicable from time to time as he was liable to pay during the period of license. In case such payment is delayed, HTC shall be further entitled to the interest @ 18% per annum.

Aforesaid liabilities of payment by such person shall not affect the rights of the HTC to claim other damages and compensation in addition as may be permissible under law. The said payable amount of use and occupation etc. can be deposited with HTC authorities against duly issued receipt or through Bank Demand Draft or through other mode as may be specifically consented by HTC authorities.

35. The decision of MD, HTC about all other matters except as specifically provided and agreed upon between the parties, shall be final and binding to the parties. If any clarification of any of the term of the agreement is required, decision of MD, HTC shall be final and binding to the parties.
36. Any dispute between the parties except specifically dealt with / agreed upon in this agreement, shall be referred to the sole arbitrator who shall be from the panel of arbitrator as prepared by the Government of Haryana from time to time which notification is adopted herein mutually by parties by reference only for the purpose of

choosing the arbitrator and shall be construed as part and parcel of this Agreement, to which the parties shall have no objection whatsoever. It is also agreed that in relation to any matter of such arbitration, if any or in relation to decision of such arbitrator, only the court at Chandigarh shall have the jurisdiction.

The pendency of arbitrations proceedings, if any or any right for such proceedings shall in no manner effect the eviction proceedings or the right of licensor for such eviction proceedings nor it will be in the domain of arbitrator to either allow the licensee to remain in the license premises during the pendency of arbitration or to stay the eviction proceedings. In case of termination of the license in any of the eventualities given in the license deed, it shall be condition precedent for the licensee to vacate the premises and to clear all dues before seeking the arbitration.

37. The licensee will not be entitled to keep the shops/premises closed for more than 7 days without permission of DDO.
38. Licensee shall not create any sub-licensee.
39. The licensee will follow the standard of HTC about the quality of food, sanitation & cleanliness etc. etc.

(In case of Boating agreement, the below additional Applicable conditions be also incorporated in the license agreement)

ADDITIONAL CONDITIONS APPLICABLE FOR BOATING

1. The licensee will take insurance cover from a recognized Insurance Company for the safety of the tourists and will hand over a copy to the DDO of the complex before starting the activity.
2. The licensee will have to ensure proper safety of the Boats. He should have a valid license of operation granted by the competent authority.
3. The licensee will ensure compliance of all safety devices and wearing of the life jackets by the riders. Life jackets of good standard will have to be arranged by the licensee.
4. The licensee will allow inspection by any officer deputed by the licensor or the DDO of the complex concerned to ensure that all safety norms are followed.
5. The licensee will be responsible for payment of any damages, compensation as a result of any causality during operations or use by the tourists.
6. The licensee will depute trained manpower for running and operations of the boats.
7. The licensee will have to ensure that the tourists using paddle Boats, Rowing boats or Motor boats etc. (as the case may be) must wear life jackets. The Boats and life jackets should carry water worthiness certificate granted by competent authority. The licensee shall ensure that the life jackets of good quality are available for use of the tourists using the boats. No person shall be allowed the use the boats without wearing the life jackets. In case of any mishap of the tourist who is not wearing the life jackets, the entire responsibility shall be of the licensee.
8. **The Licensee will have to arrange his own boats. However, in case some boats are provided by the licensor, those will be maintained by the licensee at his cost and will return them back to the licensor in good working condition whenever asked for or at the expiry of license.**
9. Licensee will be responsible for all sorts of taxes/duties/fees as imposed by the Govt. on boating/rides/swings like entertainment tax etc.

10. Licensee will allow fishing/angling to Licensor or any customer permitted by it in writing.
11. The Licensee will display the rates of boating and instructions of safety measures for the tourists going for boating on display boards near the place of issue of tickets and the licensee will be responsible to pay all type of taxes applicable to the activity for the period of license.
12. The area in front of the site shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
13. The licensor may check the certificate regarding water worthiness of boats and life jackets either himself or by deputing any official and in case of any deficiency, direct the licensee to either get the same rectified or to replace the same at his cost. In case the licensee fails to do so, the license may be cancelled and the security amount and the amount of installments paid to the licensor will be forfeited besides black listing the licensee and the licensee may also be proceeded against as per law.

ADDITIONAL CONDITIONS APPLICABLE FOR PINJORE GARDENS

1. The payment of installments will not have any linkage with inside/outside maintenance of Garden.
2. The area for parking of the vehicles in front of Fast Food (on Shimla highway) will be free.
3. The chairs/tables/canopy etc in front of the eatable shops, if required, will be permitted with the approval of DDO Pinjore.
4. Licensor would be at liberty to put up or to lease out the additional/ similar stalls for sale of Ice Cream, soft drinks, confectionery, other F&B items etc. during the Baisakhi Mela, Mango Mela, Pinjore Heritage Festival and any other fair/festival to be organized at Pinjore during the period of License. This would also include additional parking space to be created at different places for the fairs and festivals.
5. Additional selling points for the sale of eatables may be arranged, if required, by the Licensor in the Amusement Park or at any other location at Pinjore.

ADDITIONAL CONDITIONS APPLICABLE FOR PARKING

1. No barrier of any type to be imposed on the main road of the complex so as to ensure free movement of the vehicles.
2. VIP/Government vehicles/staff vehicles and any other official vehicles will not be charged any parking fees.
3. Paid parking area will be earmarked in consultation with the DDO of the complex concerned.
4. The occupants of the rooms in the Motel will not be charged for the parking of vehicles. Further, the residents of the motel will be allowed to park their vehicles near the motel.
5. Parking ticket will be given by the licensee at the time of arrival with number of the vehicle and amount to be charged.
6. The rates applicable will be displayed prominently in the parking area.
7. The Licensee will be responsible for the loss of vehicles and for the loss of parts and accessories of the vehicles, if any.
8. Tickets/coupons for the parking of vehicle indicating the amount for various types of vehicles would be printed by HTC at the cost of the Licensee. The Licensee will have to use only those tickets.