DEPARTMENT OF TOURISM
GOVERNMENT OF KERALA
DISTRICT TOURISM PROMOTION COUNCIL, KASARAGOD.

RE - TENDER NOTICE

Bid for License of
Running Ranipuram Eco Tourism Center
Ranipuram, Panathady, Kasaragod District.

District Collector & Chairman,
District Tourism Promotion Council,
Vidyanagar, Kasaragod-671 123.
Phone: 0499-4-256450
Mob: 9746553110

Last Date of Receipt: 16.08.2013  2.00 PM

Documents issued to:
DEPARTMENT OF TOURISM
GOVERNMENT OF KERALA
DISTRICT TOURISM PROMOTION COUNCIL, KASARAGOD

BID FOR LICENSE FOR RUNNING
RANIPURAM ECO TOURISM CENTER AT RANIPURAM, KASARAGOD DISTRICT

INDEX

IN SEALED COVER                      PAGES

• Tender Notice                      1-3
• Pre-qualification proforma         4
• Terms & conditions                 8-9
• Articles of Agreement              10-12
• Form of Tender                     13

CHAIRMAN
DISTRICT TOURISM PROMOTION COUNCIL,
KASARAGOD
Government of Kerala

DEPARTMENT OF TOURISM

District Tourism Promotion Council, Kasaragod

No. 05/2013/DTPC/KSD

Dated: 03.08.2013

RE - TENDER NOTICE

LICENSE FOR RUNNING

RANIPURAM ECO TOURISM CENTER AT RANIPURAM, KASARAGOD DISTRICT.

The DTPC Kasaragod proposes to lease out the Ranipuram Eco Tourism Centre, Ranipuram, Panathady, Kasaragod District. The lease will be for a period of 5 years, but will be extended upto a period of 10 years to those who run restaurant satisfactorily. Competitive bids in single cover is called for from interested parties having experience in conducting similar Hotels for a period of at least 5 years in the past 10 years. The facilities that are available for running the Ranipuram Eco Tourism Center are:

In Ground Floor

1. Reception (including main entry)
2. Restaurant
3. Kitchen
4. Guest Rooms (No. 1 to 7)
5. Communication Room
6. Travel Desk & Gift shop
7. Cottages 1 & 2 (4 family accommodation)
8. Toilet Block
9. Amenity Center
10. Pavillion
The Pre-qualification criteria are:

- They should have a business turnover of Rs. 25 lakhs per year for the last 3 years.
- Experience in running and managing business of similar nature for at least 5 years within the past ten years.
- Price bids to be submitted for running the center with an EMD of Rs. 1,00,000/- in the form of Demand Draft in favour of District Collector & Chairman, DTPC payable at Kasaragod. Price bids should be quoted in two ways, i.e., Price bid with furniture and price bid without furniture. The Pre-qualification bid, the DD towards EMD and the price bids in the Form of Tender sealed in a cover superscribed as “Bid for leasing Ranipuram Eco Tourism Center, at Ranipuram “ and delivered in the office of the undersigned before 2.00 PM on 16.08.2013. The tender cover will be opened at 3.30 pm on 16.08.2013 in the presence of tenderers or their authorized agents who may be present at that time.

- Based on the evaluation of the pre-qualification and price bids, suitable agencies will be shortlisted and called for negotiation. The tender forms will be sold from 06.08.2013 during office hours till 12.00 noon of 16.8.2013. The tender form can be had from the office of the undersigned on payment of Rs. 2500+ VAT 4% (Rs. 2600/-) for the center. The Chairman, DTPC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Further details and tender conditions can be seen from the bids document purchased or from the Kerala Tourism website: www.Keralatourism.org/tenders. Alternatively, the bid document can be downloaded from the website and tender submitted with an additional demand draft towards the cost of bid forms (Rs. 2600/-) may be enclosed along with DD for EMD. The quoting agency may contact the Chairman/Secretary, DTPC, Kasaragod for further details, if any. For inspecting the premises before submitting their quotations, they may contact the secretary, DTPC.
The selected agency will be notified by the DTPC within a period of 90 days through a selection notice. The selected agency will have to remit a security deposit as mentioned in the terms and conditions and execute an agreement in Rs. 100/- Kerala Stamp Paper as per proforma given in the bid within a period of 20 days.

Sd/-
DISTRICT COLLECTOR & CHAIRMAN,
DTPC, KASARAGOD.

GOVERNMENT OF KERALA
Department of Tourism
DTPC, Kasaragod

PRE-QUALIFICATION OF AGENCIES

No. 05/2013/DTPC/KSD. Dated: 03.08.2013.

Name of Scheme: Bid for License running Ranipuram Eco Tourism Center at Ranipuram, Kasaragod.

BRIEF DESCRIPTION OF THE PROJECT:

District Tourism Promotion Council (DTPC) Kasaragod has constructed Ranipuram Eco Tourism Center, near Ranipuram Hill Station, Panathady, Kasaragod District an year back. Ranipuram Hills are abode of beauty and a location of splendid Adventure Tourism. It is otherwise known as the Ooty of Malabar. Ranipuram wild life sanctuary is located near the Brahmagiri Hills of Thalacauvery and Bagamandala in Karnataka. Tourists prefer Ranipuram to Brahmagiri as the Trekking valley. Climate of Ranipuram is finest throughout the 4 climatic seasons. Prime road to Ranipuram starts from Panathady towards 9.5 Km upward. Road is reconstructed and made good for traffic. Pre-qualification bid given below may be filled up and given for getting short listed.
I. DETAILS OF THE AGENCIES

1. Name of Agency
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. Address
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   Pin Code: ____________________________________________

   Telephone No. of contact person
   (o) ____________________________________________
   (R) ____________________________________________
   e-mail. ____________________________________________

3. Nature of Firm (please tick appropriate): Proprietory Firm
   Partnership Firm
   Other (specify)________________________________________

   Public Ltd.
   Other (specify)________________________________________

5. Details of Proprietors/Partners/Directors
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

Note: * Attach separate sheets if required as Annexure No. _______________________________________

6. Date of Registration of Firm/Company
   __________________________________________________________
7. Details of previous experience in business field of running shops, travel tour operator agencies, pay and use toilets and Restaurants.

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name &amp; address of Owner of premises</th>
<th>Type of Business with date of opening of establishment</th>
<th>Average monthly turnover during the last one year</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Note: *Attach separate sheet if required as Annexure No-----------------------------------------------

VII. DETAILS OF FINANCIAL STABILITY:

1. Name & address of Bankers
   Of the agency
   Pin code
   Telephone No.
   Mobile No.

2. Overdraft facilities of the Agency
   More than 50 lakhs
   More than 25 lakhs
More than 5 lakhs

Note: *attach copies of documents for evidence as Annexure No.

3. Furnish additional details such as own funds, other sources etc. in the space given below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Note: * Attach separate sheet if required as Annexure No.

4. Net worth of the Agency:
   (enclose Banker’s Certificate for the total worth)

5. Details of income tax return filed for the last three years – acknowledgement sheet

<table>
<thead>
<tr>
<th>Annual Year</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13</td>
<td>Latest available</td>
</tr>
<tr>
<td>2011-12</td>
<td>Previous year (first)</td>
</tr>
<tr>
<td>2010-11</td>
<td>Previous year (second)</td>
</tr>
</tbody>
</table>

Note: *Attach copies of income tax acknowledgement of return filed as Annexure
6. Yearly turnover of business for the last five years.

7.

<table>
<thead>
<tr>
<th>Year</th>
<th>Details</th>
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</table>

**DECLARATION**

I / We hereby certify that the details given above are correct to the best of my/our knowledge. I / We have no objection for the DTPC, in contacting our clients / Bankers for reference.

Place:  
Date:

Name:  
Designation:

GOVERNMENT OF KERALA  
DEPARTMENT OF TOURISM  
DTPC KASARAGOD, VIDYANAGAR. P.O, KASARAGOD.
**TERMS AND CONDITIONS**

1. The selection process will be based on the highest lease rent offered in the normal course.

2. The quote should be firm for a period of 90 days. Selection notice will be issued within this period. An agreement has to be executed within 20 days of the receipt of selection notice after remitting the required security deposit. The Licensee shall pay a security deposit amounting to a sum equivalent to **Six months License fee** quoted by them. This security deposit will be refunded without interest on the expiry of the License period or on the termination of the License agreement which ever is earlier. The licensee shall pay 12 months lease rent in advance every year.

3. The rate quoted by the Licensee as monthly license fees (lease rent) is valid for the lease period of **five years** only from the date of signing the agreement but will be extended to those who run the business satisfactorily for a further period of 5 years subject to renewal of the Lease Agreement. Lease rent will be increased @ **10% on the 4th year onwards**. The License shall bear the cost of electricity charges, Additional deposit amount for KSEB, water charges, Telephone charges and Building Tax.

4. The Licensee shall pay **service tax** as applicable over and above the lease rent.

5. The Licensee shall remit the lease rent in advance before the 5th of the month of the commencing year. The Licensee shall be permitted to do the business only in such a way that good quality of service is maintained to the customers. The prices for all item sold here shall be moderate and reasonable.

6. The Licensee should exhibit legibly the price list of each and every items sold as per prevailing act and rules of consumer protection, weights and measures and VAT departments and local bodies.

7. The Licensee shall not be subjected to any complaint from any of the customers of in respect of his dealings or behavior. In the event of such complaints the chairman DTPC shall take necessary disciplinary action against the Licensee or even cancel the License agreement.

8. If the Licensee fails to remit the lease rent annually in advance for 12 months, the lease agreement will be cancelled with 7 days notice.

9. The Licensee shall always keep the premises clean and tidy and he shall make his own arrangements for the disposal of waste and garbage.
10. The Licensee is not permitted to make any additional construction or structural alteration. For Restaurant portion, interior decoration can be done with specific written permission from DTPC.

11. The Licensee is not permitted to sublet/transfer the premises allotted to him.

12. The Licensee shall not make any damages/losses or cause any damages/losses to the said premises. In the event of causing any damages/losses/such damages/losses will be evaluated by the Council and the same shall be recovered from the Licensee and will be adjusted from the Security Deposit.

13. The Licensee should conduct the business as per rules and regulations of the state and should take all the required licenses and permits from concerned Govt. Departments or Local Self Government.

14. In the event of the Licensee violating any of the terms and conditions aforesaid, the agreement shall be terminated by giving one month notice in writing irrespective of the period mentioned in the agreement.

15. In the case of any dispute arising between the Licensee and Council, such matter shall be referred to the notice of the Chairman DTPC for arbitration and his award will be final and binding on the contract of the Licensee. The Chairman DTPC may at his discretion, delegate in writing to any of his subordinates any of his power regarding this License Agreement.

Sd/-

CHAIRMAN, DTPC.

Signature of the Bidder:

Name and Address:

Place:
Date:

LICENSE AGREEMENT
This deed of license made at ...........................................this the ........................day of ................................Two Thousand and Thirteen between. The Governor of Kerala exercising the executive power of the Government of the State of Kerala represented by the Chairman, DTPC, Vidyaganag, Kasaragod,(hereinafter called the LICENSOR) which expression shall unless repugnant to the context, be deemed to include its successors and permitted assign, on the one part and Sri.................................................................son of Sri.................................................................Age..............................year residing at ..................................................of.................................................................village of .................................................................Taluk of .................................................................District of Kerala State, the LICENSEE, which expressions shall unless repugnant to the context be deemed to include his successors and permitted assigns, OF THE OTHER PART.

Whereas the LICENSOR is the absolute owner of the property called Ranipuram Eco Tourism Center, Ranipuram, Panathady village, Kasaragod District and more fully described in the First Schedule herewith enclosed.

And whereas the LICENSEE has applied to the LICENSOR for a License for running the business of Ranipuram Eco Tourism Center and whereas the LICENSOR has agreed to grant a licence to the LICENSEE permitting him/her to enter upon the said area as mentioned in the first schedule and separately marked for running the facility for a period of five years from the date of signing this agreement.

Now this agreement witnesseth as follows:

1. The period of license will be for a period of five years from the date of this agreement and will be extended for a further period of five years to those who run the business satisfactorily. Lease rent will be increased @ 10% on the completion of every 3rd year onwards subject to renewal of license agreement.

2. The LICENSEE will pay the LICENSOR for such a permission a monthly license fee of Rs..............................(Rupees...............................................only)along with applicable SERVICE TAX which shall be payable in advance before the 5th day of the month of the commencing year. The license fee will be increased by 20%, if lease is extended for a further period of five years.

3. In addition to the license fee payable as above, the LICENSEE shall pay a security deposit of Rs..............................(Rupees...............................................only)which shall be refunded at the license period. The security deposit shall not bear any interest.

4. The LICENSEE shall use the premises, which is being granted to him exclusively for the business of conducting a Restaurant for which permission has been granted by the LICENSOR.

5. The LICENSEE shall pay the actual electricity charges, additional deposit to KSEB, Telephone charges and Building Tax.
6. The LICENSEE is permitted to display in his place of business, name boards, showing the name of the facility and also the name and address of the licensee. The LICENSOR has got every right to refuse permission for displaying any other name boards, publicity, hoarding etc.

7. The LICENSEE is not permitted to make any additional construction or structural alteration.

8. The LICENSEE shall keep the premises clean and make arrangements for disposal of waste and garbages. The toilets will also be kept very clean, tidy and hygienic.

9. The LICENSEE shall not make any damages/losses or cause to any damages to the said premises. In the event of causing any such damages/losses, such damages/losses shall be evaluated by the LICENSOR and the same shall be recovered from the LICENSEE.

10. The LICENSEE is not entitled to claim any amount by way of cost of any improvement made.

11. The LICENSEE is not permitted to sublet the premises granted to him.

12. The LICENSEE is not entitled to insert others or in any way transfer possession or management of the business without written consent of the LICENSOR.

13. If the LICENSEE violates any of the terms contained in this agreement, the agreement shall be terminated by the LICENSOR by giving one month’s notice in writing irrespective of the period mentioned in the agreement. In the event of failure in paying the Lease rent in advance every year on the 5th of the month of every year, the license will be cancelled within 7 day's notice.

14. The LICENSEE shall surrender vacant possession of the building to the LICENSOR on the expiry of the period mentioned in the deed, unless otherwise the license period is extended by mutual consent.

SCHEDULE

Taluk : Hosdurg  
Village : Panathady  
RS No. : 292 (denoted as 292/1 in the eyesketch)  
Extent : 2.29 Acres.  
Location : Near Ranipuram Hills, Panathady village, Panathady Panchayath, Kasaragod District.

PRICE BID

RE - TENDER FORM

To

The District Collector & Chairman
DTPC, Kasaragod.

Sir,

Sub: Tender for License for running, Ranipuram Eco Tourism Center at Ranipuram.

With reference to the tender invited by you for the above mentioned work. I /We write this after having.

(a) Examined the details, notice inviting tenders, conditions of contract and all other papers connected with the above lease arrangement enclosed in the bid document.

(b) Visited and examined the premises and acquired the requisite information as affecting the tender.

© Satisfied with the infrastructure facilities provided there and found them conclusive of running the business of the Ranipuram Eco Tourism Center.

I /We hereby offer to take on lease for a period of five years in strict accordance with Contract documents for a monthly lease amount of Rs. ...........................................

(Rupees ..............................................................................................................................)

I /We further agree to pay the Service Tax as applicable over and above the lease amount.

I /We further agree to deposit the required security amount in the form of Demand Draft payable at Kasaragod to the Chairman, DTPC and execute lease agreement within the time limit specified in the notice inviting tender.


Signature of Bidder :

Place: Name of Authorised Signatory:

Date:
AGREEMENT

Articles of agreement executed on this ______ day of ______ 2013 between the chairman, DTPC, Kasaragod (hereinafter referred to as ‘the Council’), on the one part and, Sri……………………………………………………………………………………………………………………………………………………… hereinafter referred to as “the bounden” on the other part WHEREAS in response to the notification No. 05/2013/DTPC/KSD dated , the bounden has submitted to the council a tender for running Ranipuram Eco Tourism Center, Ranipuram specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Council a sum of Rs. 1,00,000/- (Rupees One Lakh only) as the earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Council.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Council and the contract for running Ranipuram Eco Tourism Center, Ranipuram, is awarded to the bounden, the bounden shall within 20 days of acceptance of tender , execute an agreement with the Council incorporating all the terms and conditions under which the Council accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and condition governing the contract, the Council shall have power and authority to recover from the bounden any loss or damage caused to the Council by such breach as may be determined by the Council appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate and deficit, the amount may be recovered from the bounden and his properties (movable and immovable) in the manner hereinafter contained.

3. All sums found due to the Council under or by virtue of this agreement shall be recoverable from the bounden and his properties (movable and immovable) under the provisions of the Revenue Recovery Act for the time being in force as though such sums are appears of Land Revenue and such other manner as the Council deem fit.

In witness whereof Sri. Nageshan. U, Secretary, DTPC, Kasaragod on behalf of the Council and binden have hereunto said their hands the day and year shown against their respective signatures.

Signed by......................................................................................................................

In the presence of witness

1.

2.

Signed by......................................................................................................................

In the presence of witness

1.

2.