

EXPRESSION OF INTEREST (EOI)/TENDER INVITED FOR RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTING, etc.) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKKODE.

EOINo.O1/KATPS/018/23

Dated:18.01.2024

EXPRESSION OF INTEREST

Sealed Expression of Interest (EOI) is hereby invited from the interested bidders for “EXPRESSION OF INTEREST (EOI)/TENDER INVITED FOR RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTING, etc.) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKKODE”. Bidders can also download this document from KATPS Trivandrum Website (www.keralaadventure.org, <https://www.keralatourism.org/>) and submit their EOI/Tender in the given format duly filled, signed with company seal with required enclosures and documents.

The EOI is to be submitted in a sealed envelope super scribed “**EXPRESSION OF INTEREST (EOI)/TENDER INVITED FOR RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTING etc.) Near STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKKODE.**”addressed to the Chief Executive Officer, Kerala Adventure Tourism Promotion Society, T.C.26/849(1), University Women's Hostel Junction, Vazhuthacaud, Thiruvananthapuram - 695014 or may be directly handed over to KATPS, Vazhuthacud Office.

LAST DATE FOR SUBMISSION OF EOI 30 JANUARY 2024 up to 03.00 PM

The bidders are expected to examine all instructions, forms, terms and conditions and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the EOI document. The bid should be unconditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding document in every respect will be at the bidder’s risk and may result in rejection of the EOI.

The interested and eligible firms/individuals/proprietors/agencies are advised to visit the site of the Kerala Adventure Tourism Promotion Society (KATPS), Trivandrum to acquaint themselves with the nature and extent of “EXPRESSION OF INTEREST FOR (EOI) RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTING etc.) Near STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKKODE.” in an effective and efficient manner before submitting EOI, on any working days between 10.00 a.m. to 05:00 p.m.

[Note: All subsequent corrigendum /amendment, if any, shall be published only on www.keralaadventure.org]

Sd/-
CEO, KATPS,TVM

EOINo.01/KATPS/018/23

EXPRESSION OF INTEREST (EOI)/TENDER DOCUMENT

FOR

“EXPRESSION OF INTEREST (EOI)/TENDER FOR RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTRE (INCLUDING KAYAKING, RAFTING, ETC) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE.”

IMPORTANT DATES

Date of issue/uploading of EOI document	19.01.2024
Start Date & Time for Submission of EOI	19.01.2024
Date and Time of Pre-bid meeting (Technical)	07.02.2024 at 11.00 AM
Date and Time of bid meeting (Financial)	07.02.2024 at 03.00 PM
Venue of Pre- Bid and Financial bid meeting	KATPS Office, Vazhuthacud, Trivandrum
Closing Date and Time for submission of EOI document	30.01.2024, 03.00 PM
EMD Amount	Rs 50,000/- (Rupees Fifty Thousand Only) To be deposited in the form of DD in favor of ‘Chief Executive Officer, KATPS, TVM payable at ICICI Vazhuthacud Branch.
EOI Form Fee	Rs 2950/- (Two Thousand Nine Hundred and Fifty Only). DD in favor of ‘Chief Executive Officer, KATPS, TVM payable at ICICI Vazhuthacud Branch.
Place, Date & time of Opening of Technical Bid Financial Bid	07.02.2024 at 11.00 AM 07.02.2024 at 03.00 PM KATPS Office, Vazhuthacud, Trivandrum
EOI Submission Address	Chief Executive Officer, Kerala Adventure Tourism Promotion Society, T.C.26/849(1), University Women's Hostel Junction, Vazhuthacud, Thiruvananthapuram - 695014

EOINo.O1/KATPS/018/23

Dated:18.01.2024

EXPRESSION OF INTEREST (EOI)

DTPC Kozhikode invites Expression of Interest (EOI) from experienced, interested and eligible firms/individuals/proprietors/agencies for “**EXPRESSION OF INTEREST (EOI)/TENDER RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTRE (INCLUDING KAYAKING, RAFTIG etc) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE.**”

DETAILS AREAS FOLLOWS:

Period of Contract	: 5 Years
Taxes	: Inclusive of all taxes
Periodicity of payment:	: Rent Fees together with including all taxes shall be payable along with the rent on or before the 5 th day of the month.
Eligibility Criteria	: The applicant Should have a license to handle tourism and hospitality services All necessary documents (copies) required like Establishment Registration, PAN Card and GST Registration should be submitted along with the bid. KATPS Accreditation,/ Qualified Training Certificate holder from the reputed organization like NIWS Goa, Etc. (Firms can be submitted within one month) Previous Adventure Experience Certificate, Audited Financial Statement of last 3 years & Income Tax returns filled copy of last 3 years (Firms having more than 3 years of operation should submit the documents along with bid) EMD and cost of tender /EOI, etc., should be submitted along with the EOI document (Technical Bid). The experienced applicant must have to submit an experience certificate which validates their ability to deliver the services. The applicants will be required to give a detailed project presentation (PPT) before the Committee during the technical bid. The applicant should have the ability to provide adequate professional staff with Basic Life Saving Training (BLS) certificates and quality services. There should be no legal suit, or criminal case pending or contemplated against the Proprietor/agency/staff of the agency or the firm on grounds of moral turpitude or for violations of any of the laws in force.

**Kerala Adventure Tourism Promotion Society (KATPS)
Thiruvananthapuram**

Documents to be attached along with Technical Criteria

SL NO	Documents	Details	
1	Establishment Registration certificate	firms/Individuals/Proprietors/Agencies/Societies/LLP	Mandatory
2	Tender Form DD	Rs 2950/- (Two Thousand Nine Hundred and Fifty Only) with DD number DD in favor of 'Chief Executive Officer, KATPS, TVM payable at ICICI Vazhuthacud Branch.	Mandatory
3	EMD DD	Rs 50,000/- (Rupees Fifty Thousand Only) To be deposited in the form of DD in favor of 'Chief Executive Officer, KATPS, TVM payable at ICICI Vazhuthacud Branch.	Mandatory
4	PAN Card	Kindly submit valid PAN Card	Mandatory
5	Valid ID Proof	Kindly submit valid proof	Mandatory
6	Bank Account Details	Kindly submit complete details	Mandatory
7	GST Registration Certificate	Kindly submit GST Certificate	Mandatory
8	Self-Declaration	That the firm/ individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law / Registered with Police	Mandatory
9	Previous Adventure Experience certificate (if any)	Kindly submit Adventure Experience Certificate	If applicable
10	Audited Financial Statement of 3 years (if any)	Kindly submit audited financial statement	If applicable
11	Tax returns filled copy of 3 years (if any)	Kindly submit tax returns copy	If applicable
12	Experience Certificate (if any)	Kindly submit experience certificate	If applicable
13	Consortium Agreement	Kindly submit a consortium agreement	If applicable

IMPORTANT INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST I.E
Technical and Financial criteria

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The following pre-qualification documents are to be submitted along with the EOI. Please note that EOI Documents received without any of the following documents, may render the EOI Document invalid and the price bid shall not be opened: -

- a) The applicant must be a resident of India and any of the following 2 (two) documents mentioned shall be submitted as proof of residence & identity namely: -
 - (i) Passport
 - (ii) Ration Card
 - (iii) Voter Identity Card
 - (iv) Aadhaar Card
- b) Self-attested photocopy of Ownership Document of the existing Firm /Establishment/ Agency, GST Registration Certificate and PAN Card.
- c) Documents in support of KATPS Accreditation, Qualified Training Certificate holder from the reputed organization like, NIWS, Goa Etc. (Firms can be submitted within one month)
- d) Previous Adventure Experience Certificate, Audited Financial Statement of last 3 years & Income Tax returns filled copy of last 3 years (Firms having more than 3 years of operation must submit along with bid)
- e) A Self-declaration to the effect that the firm/ individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law / Registered with Police (**ANNEXURE-I**).
- f) Certified copy of GST Registration.
- g) Certified copy of Bank Account Details of the firm/ individual.
- h) Certified copy of Firm Registration
- i) An agency having more than 3 years of operation should submit the following documents
 - Audited Financial Statements for the last 3 years
 - Income Tax returns filled copy of last 3 years
- j) **The prospective bidders are to submit the Technical Criteria and Financial Criteria in 2 (two) Separate Sealed envelopes Superscripting each of them separately as “Technical Bid” page no (01 – 10) and “Financial Bid” page no (11 – 18). Both the sealed envelopes are to be put in a Single Envelope Super scribing the envelope as: “EXPRESSION OF INTEREST (EOI)/TENDER FOR RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTING etc) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE” with EOI No**

Important Note: Qualified Training Certificate holder from the reputed organization like, NIWS, Goa Etc. & KATPS within 1 (one) month of award of work.

A. EXPRESSION OF INTEREST (EOI) INFORMATION

EOINo.01/KATPS/018/23

- 1. EOIs for selection of Agency/Vendor for “EXPRESSION OF INTEREST (EOI)/TENDER RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTING etc) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE” are invited by KATPS Trivandrum as per the Terms and Conditions of the EOI document.**
- 2. Bidders /Vendors /Agency/Individual/ Society can download the document pertaining to EOI/Tender from KATPS,Trivandrum and Kerala Tourism website at <https://www.keralaadventure.org/index.php> www.keralatourism.org Bidders /Vendors/Agency/Individual are required to submit the EOI/Tender along with all relevant documents in the KATPS, Vazhuthacud, Trivandrum Office.**
- 3. For further details regarding Amendment /Addendum /Corrigendum please visit the website: <https://www.keralaadventure.org/index.php> or contact 04712320777**
- 6. In the event, the date of opening of the Bids is declared as a closed holiday for the KATPS, Trivandrum, the due date for opening of EOI/Tender shall be the following working day at the appointed time.**
- 7. The Bids will be opened by KATPS authorities duly constituted for the purpose at the time and date as specified in the EOI/Tender document. All statements, documents, certificates, etc. submitted by the bidders will be verified for technical evaluation and there will be technical evaluation will be displayed on the KATPS Vazhuthacud office notice board can be seen by all the bidders who participated in the EOI.**
- 8. At any time prior to the date of submission of the EOI, the CEO, KATPS, Trivandrum may, for any reason, modify the bidding/EOI documents by an amendment. All prospective bidders/ Vendors/ Agencies/Individuals who have received the EOI/Tender document will be notified of the amendment on the website and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. CEO, KATPS Trivandrum may at his/her discretion, extend the date and time for submission of EOI.**
- 10. Agencies are required to sign on all pages of the EOI document and submit the same along with the bid.**
- 11. The KATPS, Trivandrum shall have the right to reject the whole EOI/Tender process without assigning any reason thereof. No correspondence will be entertained in this regard.**
- 12. Please note that this EOI does not bind the KATPS, Trivandrum forward of Work Order.**
- 13. KATPS, Trivandrum reserves all rights to make any changes in terms and conditions of the EOI and also to reject any or all EOI received without assigning any reason thereof.**
- 14. Settlement of disputes – CEO, KATPS, Trivandrum or his authorized representative shall be the final authority in all disputes and the decision will be binding on all concerned.**
- 15. All disputes arising between the two parties shall be settled at the Judicial Jurisdiction of Thiruvananthapuram.**
- 16. KATPS, Trivandrum reserves the right to terminate the contract by giving 1 (one) month notice without assigning any reasons thereof. If the agency desires to terminate the contract they need to serve 1 month notice period.**
- 17. The technical bid will be opened first, and the financial bid will open after of technical bid.**
- 18. For any queries, please contact The Chief Executive Officer, Kerala Adventure Tourism Promotion Society, Vazhuthacud, Trivandrum on 04712320777 , Mob. 9656011630 or by email nfo@katps.in on any working days from 10.00 AM till 5:00 PM.**
- 19. Only space is permitted by KATPS. All additional infrastructures must be supplied and installed by the agency. In his own interest, the tenderer should inspect and study the feasibility of the proposed premises/place before submitting EOI.**

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MINIMUM ELIGIBILITY CRITERIA

The following are the minimum eligibility criteria for bidders/agencies:

- (a) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 / 2013 or a Registered Organization / Firm or Self-Help Group or Proprietorship, Limited Liability Partnership concern, registered firm, society registration act etc. **Proof in support of the legal** validity of the Bidder shall be submitted.
- (b) Registration: The Bidder should have PAN Numbers, a valid GST registration Number,
- (c) An agency having more than 3 years of operation should submit documents such as Audited Financial Statements for the last 3 years, Income Tax returns filled copy of the last 3 years.
- (d) Documents in support of KATPS Accreditation, Qualified Training Certificate holder from the reputed organization like, NIWS, Goa Etc. (Firms can be submitted within one month)
- (e) Competitive players with the best concept & presentation will probably get preference.
- (f) The concept presentation will be evaluated by the tender committee and the committee has the right to call experts to evaluate the presentation technically on technical/financial bid opening time.
- (g) The bidder should have proven integrity and moral conduct. The bidder should not have been blacklisted or debarred by any Government organization of India / Kerala for any reason. (The bidder has to submit an undertaking for the same at the time of submitting of EOI).
- (h) License & Permissions: Interested bidders should have valid Kayaking Licenses & KATPS Accreditation. The concerned contractor must produce the document within 1 month after clearing the bidding process.
- (i) One self-attested Passport size photograph of a key function arise should be pasted on the EOI.
- (j) A self-declaration to the effect that no criminal case or any financial malpractices are pending under any Court of Law / Registered with the Police.

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INDICATIVE SCOPE OF WORK FOR “EXPRESSION OF INTEREST (EOI)/TENDER RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTIG etc) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE.”

Based on the following Indicative Scope of Work for “EXPRESSION OF INTEREST (EOI)/TENDER RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTIG etc) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE.” bidders /agencies /Contractor/ Individual/Society will be required to give a detailed project presentation (ppt) before the Committee during the opening of technical bid.

Preliminary Work

To provide “**EXPRESSION OF INTEREST (EOI)/TENDER RUNNING AND MAINTENANCE OF TOURISM FACILITATION CENTER (INCLUDING KAYAKING, RAFTIG etc) NEAR STARTING RAMP OF MALABAR RIVER FESTIVAL INTERNATIONAL WHITE WATER CHAMPIONSHIP at PULIKKAYAM, KODENCHERY, KOZHIKODE.”** from 10.00 am to 05.00 pm on all days including Sundays and Holidays.

1. To provide Kayaking and Rafting, Adventure Activity services & Food Trucks to all customers /Tourists in a prompt and efficient manner.
2. To ensure the cleanliness of the Activity Centre and its premises.
3. To ensure proper maintenance of the allotted area, equipment and facilities.
4. To ensure the safety of the kayaking & Rafting Activities.
5. To ensure the quality of foods.

Mandatory Requirements:

1. The contractor/agency shall place specialized and trained staff for Operation, supervision, Kayaks and Rafting Adventure Activities. The Staff should be proficient in Kayaking and Rafting Operations, Adventure Activities, First Aid CPR, LST & good behavior towards tourist. Also, should have a valid License & permissions from the concerned departments.
2. To ensure **Kayaking and Rafting** for all Customers, on all days including holidays.
3. Ensure that the staff are dressed and trained to be courteous and provide quality service.
4. To provide a Valid license for Kayaking and Rafting , Staff Leader/ Manager to ensure prompt and efficient service.
5. While fixing the rate of activity, the agency shall discuss it with KATPS, Trivandrum and the rate shall be finalized by mutual consultation. And the fixed rate should be displayed on the ticket counters
6. Ensure that single-use plastic items are not provided in the allotted area.
7. To maintain the premises, clean & proper waste disposal at his own cost.
8. To ensure proper maintenance of the allotted area and all infrastructure etc.
9. The allotted area has to be retained as it is the condition if further maintenance arises contractor has to meet on his own.

General Terms and Conditions:

1. Security Deposit:

Successful tenderers should deposit a sum equivalent to 03 months of the License fee as quoted in your EOI/Tender document as an Interest-free Security deposit and the same will be returned without interest after the license period is over and handed over by the occupant by vacating the allotted space. Refund will be subject to full settlement of dues payable to KATPS Trivandrum and adjustment against damages, if any, or any other amount payable.

2. License Fee:

License Fee is quoted by the Tenderer. The license fee includes GST.

3. PAYMENT OF RENT:

The Licensee shall be liable to remit the monthly rent on or before the 5th working day of each month from the date of commencement of operation. In case of delay in remittance of the Monthly rent, as set out in the above, the Licensee shall be liable to pay penal interest @ 18% per annum, calculated on the defaulted amount from the due date. Further, non-payment of rent will result in the cancellation of the agreement and taking over the Licensed Property by the Licensor and all loss and damages on account of such default on the part of the Licensee shall be made good by the Licensee.

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EVALUATION OF BIDS:

Since the quality of service is the essence of inviting this Expression of Interest, KATPS Trivandrum will adopt Quality cum Cost Basis (QCBC) criteria for Selection.

The Technical /Quality criteria will carry 100 marks.

(A) EVALUATION OF TECHNICAL CRITERIA:

Sl. No	Criteria	MaxMarks	Marks Obtained	Remarks
1	Years of Experience in Adventure Tourism and HospitalityServices a) 0- 3 years:10marks b) 3 years and above and up to 5years:15marks c) Above 5years :20marks (Proof is to be submitted)	20		
2	Experience in adventure Tourism Services a) 0 – 3 years: 10 marks b) 3 years and above and up to 5 years: 15marks c) Above 5years:20marks (Proof is to be submitted)	20		
3	Firm Capital a) Below1 Crores:10 marks b) 1crore &up to 2 crores:15 marks c) Above 2 crores: 20 marks (Proof is to be submitted)	20		
4	Detailed Project Presentation a) Excellent: 40 marks b) Good: 30 marks c) Fair: 20marks d) Poor: 10marks e) Unacceptable: 0 marks	40		
	Total	100		

(B) EVALUATION OF FINANCIAL BID:

1. Financial Bid will be opened only for those applicants who obtain a minimum of 40 marks in the technical criteria.
2. The work shall be awarded to the highest financial bidder.
3. If the applicant's presentation is not accepted by the committee, their financial bid will not be taken into consideration.

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TECHNICAL BID

DOCUMENTS TO BE SUBMITTED:

Sl. No	Particulars	Information
1	Name of the Company/Firm/Agency/Individual/Society	
2	Address of the Company/Firm/Agency/Individual/Society	
	(a)Postal code	
	(b)Telephone/Fax No(s)	
	©E-mail	
	(d)Website address, if any	
3	Type of the organization (Company/Firm/LLP/Sole Proprietor/ Pvt. Limited/others etc) Copy of registration should be enclosed	
4	Name, designation and telephone /mobile number of authorized persons to be contacted.	
5	(a)Year of establishment of the Company/Firm having relevant nature	
	b) Experience in providing Tourism/Hospitality services(for firms having relevant nature) (supporting documents required)	
	a) Years of Experience in the operation of Adventure Activities (Supporting documents required)	
6	(a)PAN	
	(b)GST Reg No.	
	(c)Firm Reg certificate	
	(d)Income Tax returns filled copy of last 3 years	
	(e) Audited Financial Statements for last 3 years	
	<i>Note: -Attested copy in respect of (a) to(e) to be attached</i>	
7	Has the Company/Firm/Society ever been blacklisted? Yes/No (If no undertaking in this regard is to be attached)	
8	EMD Details	
9	EOI/Tender Form Fee Details	

Authorized Signatory
Full Name and Designation with Company /Firm's seal

FORM TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

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FINANCIAL BID:

Sl. No	Particulars	Information
1	Name of the Company/Firm/Agency/Individual/Society	
2	Address of the Company/Firm/Agency/Individual/Society	
	(a)Postal	
	(b)Telephone/ Mob	
	(c)E-mail	
	(d)Website address, if any	
3	Amount quoted for Monthly Rent	Rs. _____ Only per month In words (Rupees.....) Only per month. Inclusive of GST

Authorized Signatory
Full Name and Designation with Company /Firm's seal

Note:

Bidders are cautioned that the tabular statement given above is the application format for technical bids. Hence, there should not be any indication either in this tabular statement or in the enclosures to this tabular statement regarding Price or any other commercial consideration under this EOI/Tender. The Rent per month is inclusive of GST (applicable as per Govt), and all charges.

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ANNEXURE-I

PROFORMA FOR SELF DECLARATION

I have read the EOI/Tender forms carefully and I am ready to accept the conditions mentioned therein. I understood if any violation of the conditions is noticed at any stage, the Earnest Money Deposit/Security Deposit/Tender Form Fee paid by me will be forfeited and the contract concerned will stand cancelled.

Signature of Tenderer:

Name &Address: -

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ANNEXURE-II

UNDERTAKING

I/We.....[Sole Proprietor/Director/Partner(s)], the

Authorized signatory (ies) of my /our firm M/s.....

Having its registered office /principal office at.....

Do hereby solemnly affirm and declare as under:

1. I / We undertake to abide by all the rules and regulations of the State /Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify KATPS against any loss or damage which may suffer as a consequence of our not complying with the laws referred to above. Also, I / We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify KATPS against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this contract.
2. I/We also undertake to execute the agreement as presented by the KATPS and abide by the terms and conditions of the agreement which have been perused and understood by me/us. I/We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of the contract.
3. I/We agree and undertake to provide well-experienced workmen keeping good health and not suffering from any communicable /contagious disease.
4. I / We undertake to pay electricity charges and water charges on an actual basis towards the actual consumption on receipt of bills from the concerned department at the same rate at which the payment of electricity charges is made by the concerned department on a monthly basis.
5. I/We undertake to pay the approved rent of the premises by the 5th of every month for the usage of as mentioned in the Agreement for KATPS.
6. I / We undertake to always keep the KATPS allotted premises clean and in good sanitary condition at my /our cost to the satisfaction of the KATPS.
7. I / We agree that no rate calculation in the prices of services shall be made by me /us without the written approval of the Competent Authority of KATPS.
8. I / We agree that I/We shall not exhibit any printed or written notices or advertisements of any kind whatsoever without the prior written approval of the KATPS.
9. I / We undertake that I / We shall not sublet, sublease fully/partially or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior written sanctions of the KATPS.
10. In case of any losses, damages or the off to the KATPS Kozhikode property within or outside the KATPS premises, I /We undertake to make good or replace with the items of the same value at my/our cost.

11. I /We undertake that the KATPS premises shall not be used for residential purposes by us or any of our employees during the entire term of the contract and no KATPS belongings shall be misused by our staff/employees.
12. I/ We shall employ an adequate number of staff in order to maintain efficiency and desired standards by the KATPS.
13. On the expiry or termination or on the failure of the contract, I / We undertake that all our employees and assets shall vacate the KATPS allotted premises and clear all the dues if any, outstanding.
14. The KATPS shall be represented by Chief Executive Officer duly authorized by the Director, Department of Tourism for supervision/control of all activities related to EOI Services and the licensee shall be bound to abide by the Instructions /Orders /Decisions and directions of the CEO/Authorized Persons.

a) Tender's Signature

b) Tender's Name

c) Designation

d) Seal of the Organisation

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OTHER CONDITIONS AND CLAUSES

1. In **case of tie**, KATPS will have the prerogative to decide to whom the EOITender activities Services will be allotted. The decision of the Competent Authority of the KATPS for the allotment of EOI Services will be final and binding on the tenderer.
2. It will be the responsibility of the Licensee to run the activity satisfactorily and the arrangements is the sole responsibility of the licensee at his own cost, only Space will be allotted by the Licensor. Rest all the setups & maintenance, safety and any infrastructure needed is the commitment of the Licensee.
3. The responsibility of the required staff, payment of their salary etc. will be met by the Licensee. The Licensors will not have any liability or responsibility in this matter.
4. The Licensee is allowed to operate Tourism Facilitation Center (including Kayaking, Rafting, etc) at Pulikkayam, Kodenchery, Kozhikode. All mandatory ancillary certificates/ Permissions should be the responsibility of the Licensee.
5. The bidders shall have the right to participate in the EOITender through the consortium. In such case, the bidder must have to produce a consortium agreement executed between parties.
6. The permission for the operation of EOITender activities will be granted only to the accredited Kayaks and Rafts are certified by the competent agency like Canal Department, IRS/MMD etc, KATPS guideline accreditation with life-saving equipment.
7. The maintenance & security of the Kayaks, Rafts, equipment and other assets is the responsibility of the Licensee at his own cost.
8. Licensee should obey the rules and regulations formed by Government, Tourism Department & KATPS from time to time.
9. The Licensee has to provide rescue boats, life Boya, and life-saving jackets (MMDA Approved) to the tourist at his own cost. And the licensee is allowed to operate the boat jetty only for the purpose of boating.
10. The Licensee appointed staffs should obey the instructions of KATPS and should undergo first aid training.
11. The Licensee shall obtain all the relevant and mandatory permissions, were ever necessary from the concerned authorities.
12. The Licensee should strictly comply with GREEN PROTOCOL in all acts and deeds he carries on as part of this agreement. The Licensee should make his own arrangement and cost for the collection and disposal of all kinds of wastes arising out of running the allotted space/area.
13. Licensee should take Public Liability insurance coverage (Minimum 50 lakhs Coverage) and should submit it to the Licensor before the commencement of the operation.
14. The Licensee in his own interest should inspect & study the feasibility of the project in the proposed premises/place before submitting EOITender.
15. The Tenderer is permitted to use the premises of the building and access to river without causing any damage to the property.
16. All the facilities shall be open from 10.00 AM to 05.00 PM on all days including on Holidays. Kayaking & Rafting adventure activity is not permitted after sunset. All the information and ticket rates have to be exhibited in a notice board near the ticket counter and also at boarding points.
17. The Tenderer shall maintain and protect Kayaks/Rafts & other assets at his own risk. Any loss to KATPS or the Department of Tourism with regard to the running of EOITender activities due to negligence of the licensee, the licensee and his asset will be liable for the damages.

18. The licensee must appoint a rescue team including one Lifeguard, rescue boats and a first aid kit.
19. The licensor has no responsibility in case of any damage if ever caused to the articles/equipment of the licensee during the license period. The successful tenderer shall have the necessary license as required by Govt. authorities/statutory authorities for running the EOI activity. The tenderer shall submit the Annexures provided in this EOI.
20. The bids will be opened on **30th January 2024**, in the presence of those tenderers who wish to be present. For any failure in intimation due to incomplete/incorrect address/phone no./e-mail ID etc. or otherwise, KATPS shall not be responsible. It shall be the primary duty of the tenderer to enquire and attend the proceedings.
21. Successful Tenderer shall complete all formalities within one month time including remittance of the security deposit and execution of the License Deed prescribed by KATPS and shall start his business within 30 days from the date of allotment. On failure to commence business within the said 30 days, the EOI shall stand cancelled and the loss suffered by KATPS in this regard shall be appropriated from the Earnest money /Security deposit deposited by the Tenderer.
22. The premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/business. The License granted shall not be Sub-licensed either fully or in part to any third parties.
23. EOI/Tender activity Services shall run effectively and shall not be closed without written intimation to the KATPS.
24. If the EOI/Tender activity remains closed for more than 7 days without prior permission from the KATPS, it will be presumed to have been closed down and shall be considered a violation of the agreement. In such cases, a notice period of one month shall not be applicable. As such, fresh proposals will be invited for the EOI activity and the loss will be recovered from the first Licensee until taken over by the succeeding Licensee.
25. Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the licensees including the financial implications thereof. The successful Tenderer, before the commencement of business, shall timely obtain all licenses such as Boating, Adventure activity License/appropriate License, KATPS Accreditation, FASSI and all ancillary licenses /permissions/ clearances that may be required to be obtained by the Licensee from any authority/ authorities at their own cost for the operation of the EOI Services. The successful tenderer shall solely be responsible to ensure and keep such Licenses valid throughout the license period.
26. The successful tenderer or his employees shall maintain harmony in the allotted area/ KATPS and shall not indulge in any illegal activities in the allotted area. In case of any such event /activities detrimental to KATPS interest /decency/ morality etc., the KATPS shall have the right to terminate the agreement immediately.
27. All taxes and Government levies as applicable from time to time. If any will be payable over and above the amount of the license fee is the responsibility of the Licensee. License Deed in Non-Judicial Stamp Paper of Rs.500/- will be signed between the KATPS and the licensee, within 15 days from the issue of the allotment letter along with other documents/payments, failing which penalty as mentioned will be imposed.
28. The licensee shall not employ any child labour in Contravention of the LABOUR EMPLOYMENT ACT, 1970. The licensee will be fully responsible for the implementation of laws relating to labour.
29. The KATPS reserves the right to **ACCEPT/REJECT ANY** or **ALL** of the EOI/Tender without assigning any reasons thereof. The EOI Services will be on a Non-Exclusive basis and more than one service of the same kind can be opened by a Competent Authority in the same premises or in other premises of the KATPS initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in the license period, license fee and security deposit. In case, some other EOI Services is constructed in the Kayaking Facilitation Center, Pulikkayam, Kozhikode or in case there comes in existence any authorized same Services/activity, the Licensee shall equip the same Services/activity for running the business to the satisfaction of the KATPS authority and shall display the articles in a presentable manner.
30. If any complaint is received on substandard quality, a Competent Authority (Quality Control Committee) or

any other officer authorized by the KATPS may seize the EOI services/activity or part thereof and order the destruction thereof. Complaint/Suggestion Register to be kept and should be available to all customers. Upon degradation of the quality of services, the KATPS reserves the right to cancel the licensee based on real evidence /proof.

31. Employees should not use the premises as a residence. Use of space beyond approved official timings will not be allowed.
32. Proper tickets for each service should be provided to the concerned user.
33. The licensee shall be responsible for the repair of rental assets, and equipment if required, during the License period with prior written permission from KATPS.
34. Electricity and other charges as per actual consumption should be paid in addition to the rent and should be paid to the concerned department as per the actual bills.
35. For those who are downloading the form from the website, the form fee should be remitted as DD in favor of 'Chief Executive Officer, KATPS, Trivandrum payable at ICICI Vazhuthacuad Branch along with the submission of the EOI form. The tender form is also available at KATPS, Vazhuthacuad, Trivandrum office.
36. The Licensor may authorize an extension of the agreement for a further five years with a rent increase, depending on performance. It is vested with the licensor.

TERMINATION NOTICE

37. Notwithstanding anything contained in the conditions above, the KATPS shall be at liberty to terminate this license by giving **30 days** clear notice; However, the licensee may terminate this license by giving **30 days** prior notice.
38. The licensee shall not transfer or sublet the EOI/Tender services in whole or any part of the premises licensed out to him/her. In case the Licensee is found to sublet the EOI service his/her contract will be cancelled immediately. On cancellation of the License period, the premises shall be vacated by the licensee immediately by seven days from the date of issue of notice in writing by the KATPS. The KATPS shall take immediate possession of the allotted area and make alternative arrangements to run the same immediately. If any material or fitting belonging to the Licensee is not removed by the Licensee immediately as directed by the KATPS, these will become the property of the KATPS

BUSINESS TIMINGS OF THE PREMISES

1. The timings of the said premises for providing services shall be from 10.00 AM TO 05.00 PM on all 365 days throughout the year. However, non-working days may be as per the notifications of the Labor Dept. of the Govt. of India or Kerala. The presence of the licensee or his persons shall be sure during the said working hours; otherwise, it would be a violation of the terms and conditions calling for termination of license followed by eviction. Activity timings may be changed with prior written permission from KATPS.

Safety

1. Insurance
2. KAPTS guidelines