

TENDER NOTICE NO: 11/2022 DATED: ..31/10/2022

TENDER No.11/DTPC/KKD/TDR/22 Dated: 31/10/2022

TENDER FORM

1. Name of applicant :
2. Permanent Address :
3. I.D Proof
4. PAN Card
5. GST ( If any)
6. Bank Passbook  
(Attested copy is to be enclosed)
7. **RATE OF REVENUE SHARING QUOTED PER MONTH  
(tender issued up to one year , if successful performance further  
11 month may be extended as per clause 8 , So contractor may  
foresee 10% increase on the second term onwards) :**
8. Details of cost of tender forms in the form of DD/ Pay order/ :  
cash receipt for Rs 2800/- (Two Thousand Eight Hundred Rupees)
9. Details of the EMD is in the form of DD/pay Order/ :  
Cash receipt for rupees 25000/- (Twenty Five thousand Only )
10. Details of previous experience / Licenses if any for :  
Running the business (Copy is to be enclosed)
11. A security deposit equivalent to 5,00,000/- ( Rupees Five Lakh Only) shall  
be Deposited (This has to be submitted before Obtaining license from this  
office) :

NOTE: Right to reject the tender without assigning any reason there of reserved with the Chairman/  
Secretary, DTPC Kozhikode

Signature of Tenderer with date

Secretary

## GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. The tender is for the allotment of license to establish and run a floating bridge at Beypore Beach for a period of 1 Year, which may be extended as per clause 8.
2. An extension of about 100 m length towards the sea and space for operation will be issued to early operated areas .
3. The word Tenderer, contractor, licensee, shall have the same meaning as far as this contract is concerned. The word DTPC Shall Means District Tourism promotion Council.
4. An Earnest money deposit **of 25000/- (Rupees Twentyfive Thousand only)** in form of DD/Pay Order in favor of District Collector and Chairman , DTPC Kozhikode payable at SBI Malaparamba, will have to be submitted along with a tender form .
5. Tenderer should possess Pan Card, Valid Bank account, GST Registration if any and all self-attested copies are to be attached.
6. The Licensee should keep the premises Neat & Clean, he should appoint one cleaning staff to clean the surrounding area and sea area. In case of absence of cleanliness after 3 memo's DTPC can consider this as tender violation and which may further lead to cancellation of tender.
7. Only space will be provided by DTPC, all other infrastructure required is to be arranged by the tenderer/contractor at his own cost.
8. Initially the license will be granted for 1 Year from the date agreement signed between the licensee and licensor and the license period may be extended up to further 1 year(12 months) by increasing 10% lease amount / term as per the performance of the first term. This clause never shows the right of the contractor to enter into an agreement next year. The decision of the Chairman/ Secretary DTPC will be final regarding the extension of time.
9. The licensee should obtain all relevant and mandatory permissions, if any, from the authorities concerned for operation. the responsibility completely vested within the contractor for obtaining all mandatory documents. DTPC will not be responsible for this.

10. The license should obey the rules and regulations of authorities formed and implemented from time to time. Also, they should obey DTPC circulars/ memos issued from time to time during operation.
11. If any additional space is required at a later stage, the licensee should pay extra rent for it as per communication from DTPC.
12. The licensee should make all arrangements including human resources for the operation of Floating bridge .DTPC only leases out the space for operation.
13. The licensee should pay 500000/- (Five lakh only) in advance rent to DTPC as security deposit from the date of agreement signed between the licensee and licensor.
14. The rent for each month shall be deposited before the 5<sup>th</sup> of every month at DTPC Kozhikode. If there is any default in remitting rent an amount of 5% fine should be imposed on monthly rent. Further, non – remittance of rent leads to cancellation of this agreement and forfeiting security deposit, if arrear amount not sufficient to meet the compensation from security deposit, it may also lead to revenue recovery.
15. The licensee shall not do anything in or outside the premises which maybe a source of nuisance to Tourists and should fully co – operate with other facilities running in the center.
16. The licensee shall fulfill and diligently comply with all directions in general or special order given by the DTPC through the Chairman or authorities officer of the DTPC .
17. No permanent structure shall be put up in the space allotted for the facility .The licensee shall be entitled to set up temporary structure at his own cost for operational purpose with the prior written permission .On termination of the contract the licensee shall dismantle and remove all the structure and clear of the area. The licensee is bound to hand over vacant possession of the licensed premises on termination of contract and failure to vacate shall make the licensee a trespasser on DTPC land and will be dealt in that manner.
18. The license for running business made in favor of the licensee will be treated as temporary license which is revocable at any time without assigning any reason

So his authorized representative and the licensee shall not claim any compensation for any loss resulting thereof.

19. In case acceptance, the bidder has to execute a bond on stamp paper of appropriate value of 200 rupees within 7 days from acceptance, after depositing the security deposit of rs5,00,000/- (Five Lakh rupees)
20. The Chairman/Secretary, DTPC Kozhikode or his representative reserve the right to accept or reject all or any tender without assigning any reason thereof.
21. Violation of any of the conditions shall be sufficient reason for the termination of contract.
22. The licensee should meet all the licenses or certifications to run the floating bridge.
23. There should be an adequate number of lifeguards, lifesaving equipment and divers, boats to ensure safety.
24. There should be adequate insurance coverage for visitors to meet the risk and cost.
25. The contractor must take care of cleaning by appointing 1 staff in the surroundings.
26. Rope tightening should be done on a daily basis.
27. Operation of floating bridge is not allowed during bad weather conditions.
28. Overcrowding and child age below 5 are not permitted while operation of floating bridge
29. This will be the responsibility of the contractor to ensure safety of all visitors during operation time, if any untoward incident happens DTPC will not bear responsibility for that.
30. The structure constructed in the beach should be in a standard way , which should not be an aesthetic barrier in the beach .
31. Rent may be exempted during Non- operation period (as per approval from DTPC), however which is not a sole right of the contractor to claim for further retention of tender .
32. Contractor must have to dismantle the construction after the contract period within 15 days , if not DTPC will have the right to take over the assets, and dismantle the assets and thus become the assets of DTPC. The cost incurred to dismantle structure will be reduced in security deposit.
33. Life jacket is a must for visitors while operation, jacket should have all necessary standard accreditations.
34. Both the parties can withdraw from the contract on prior intimation with one month intimation in a written format, if contractor has any liability while cancellation, it will be deducted from the security deposit.

35. The Licensee has no right to sublet or sublease the tender to any other parties. This right reserved to DTPC only. If found any violation, it will be considered as the tender or agreement violation and DTPC has right to cancel the tender without any prior information.

36. The terms and conditions mentioned above should be read thoroughly understood and returned duly signed by the licensee along with the Tender form.

Place:

Signature of Tenderer

Date:

Name and address

FORM OF NOMINATION

I..... do hereby by nominate and authorize.....son/Daughter of ..... aged years of .....House.....Village.....Taluk..... District residing at ..... to receive all or any sums found due to me under the terms of Contract (Agreement No. And Details of contract).....  
.....  
.....in the event of my death before the amount had become payable or having become payable but has been paid.

Signature:

Name & Address of Tenderer:

In the Presence of Witness:

**1. Name & Address:-**

.....  
.....  
.....

Signature:

**2. Name & Address:-**

.....  
.....  
.....

Signature:

## DECLARATION

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

Signature of Tenderer: Name & Address: -