

15 -ാം കേരള നിയമസഭ

8 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 6699

21-03-2023 - ൽ മറുപടിയ്ക്ക്

ആലപ്പുഴ ടൂറിസം മെഗാ സർക്യൂട്ട് ടെർമിനൽ

ചോദ്യം		ഉത്തരം	
ശ്രീ. റോജി എം. ജോൺ		ശ്രീ. പി.എ.മുഹമ്മദ് റിയാസ് (പൊതുമരാമത്ത്-വിനോദസഞ്ചാര വകുപ്പ് മന്ത്രി)	
(എ)	ആലപ്പുഴ ടൂറിസം മെഗാ സർക്യൂട്ട് പദ്ധതിയുടെ ഭാഗമായുള്ള ടെർമിനൽ നിർമ്മാണത്തിനായി സർക്കാർ ഉണ്ടാക്കിയ കരാറുകളുടെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(എ)	ആലപ്പുഴ ടൂറിസം മെഗാ സർക്യൂട്ട് പദ്ധതിയുടെ ഭാഗമായുള്ള ടെർമിനൽ നിർമ്മാണത്തിനായി സർക്കാർ തയ്യാറാക്കിയ കരാറുകളുടെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

AE 006556

AGREEMENT

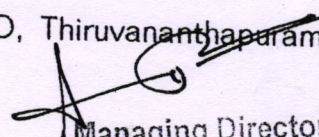
THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O,
Thiruvananthapuram- 695011

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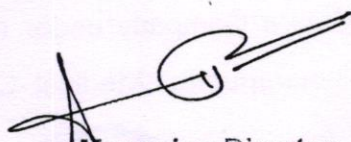
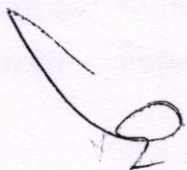
represented by its Managing Director (hereinafter referred to as the 'KIIDC' which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Construction of House Boat Terminal at Thaneermukkom under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 162.01 lakhs (Rupees One Hundred and Sixty Two Lakh One Thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House Boat Terminal at Thaneermukkom is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Development of Backwater Circuit in Alappuzha-House Boat Terminal at Thaneermukkom".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix – I and II attached to this Agreement.



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- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:
The Director of Tourism,
Park View, Palayam,
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
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Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

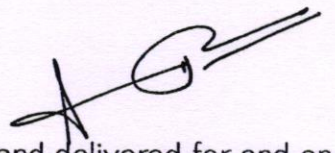
Signed and delivered for and on
behalf of the Department of
its

Tourism, Park View, Palayam,
Trivandrum by its Director.

In the presence of
Witnesses

1.

2.


Signed and delivered for and on
behalf of KIIDC Ltd., by

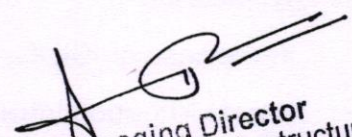
Managing Director



In the presence of
Witnesses

1. Malathy Nair. S Malathy

2. Kumar. S Kumar. S


Managing Director
Kerala Irrigation Infrastructure
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Thiruvananthapuram- 695011

SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work "Construction of House Boat Terminal at Thaneermukkom under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala". Technical Sanction

KI IDC shall issue technical sanction for the work "Construction of House Boat Terminal at Thaneermukkom under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

c. Project Management Services


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1. A detailed time schedule for the completion of various items of work will be drafted by KIIDC in consultation with the Contractor within the time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.
2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC .
4. KIIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advise the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.





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7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.
8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works


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Thiruvananthapuram- 695011

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Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.

GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of

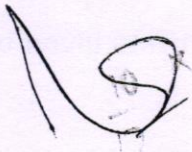



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the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work "Construction of House Boat Terminal at Thaneermukkom under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

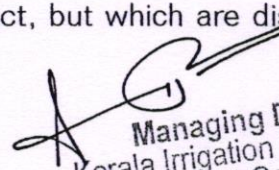
2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be




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settled by mutual discussion.

4.0 ASSIGNMENTS

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 NOTICE AND ADDRESSES

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective upon and from the date of signature by both the parties.



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Appendix-III

FEES

1. The fee for the execution of work shall be as follows:-

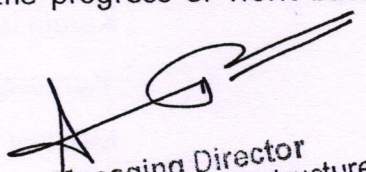
- | | |
|--|-------------------------------------|
| a. Preparation of tender documents and tendering | 7% (seven percent) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

1. Service tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.


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Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated: 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutty	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymkullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karunadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
2	Micro destination at Pandy	77.13

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3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

Managing Director
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Mangalapuram, Kottayam

first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

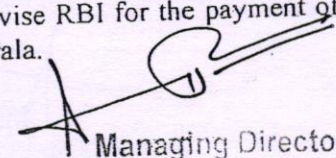
10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


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15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

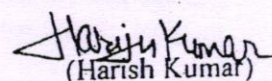
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

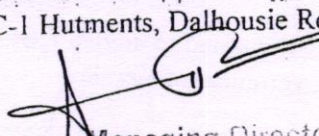
Yours faithfully,

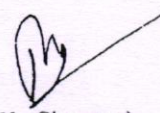

(Harish Kumar)

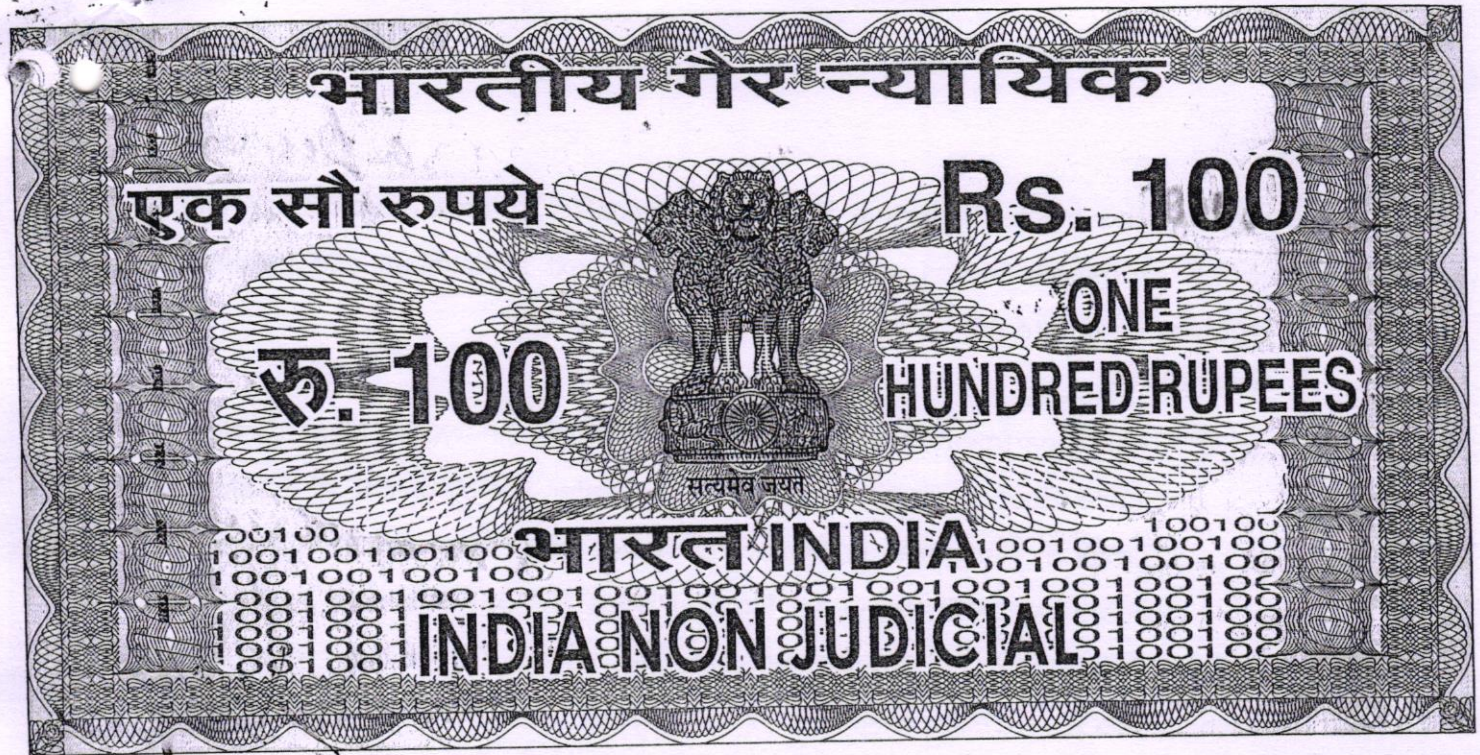
Under Secretary to the Govt. of India

Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism.,
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vilas Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011


(R.K. Sharma)
Assistant Director (PSW)



കേരളം KERALA

AE 006553

AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011 1/16

28 MAR 2014

represented by its Managing Director (hereinafter referred to as the 'KIIDC' which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Construction of House Boat Terminal at Kanjipadam under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 32.86 lakhs (Rupees Thirty Two Lakh Eighty Six Thousand only)
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House Boat Terminal at Kanjipadam is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Construction of House Boat Terminal at Kanjipadam under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" .
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix - I and II attached to this Agreement.




Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:

The Director of Tourism,

Park View, Palayam,

Trivandrum

In the case of KIIDC, Such communications shall be addressed to:

Kerala Irrigation Infrastructure Development Corporation Limited,

Kumarapuram,



Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O,
Thiruvananthapuram 695014

Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

4
17

Signed and delivered for and on
behalf of the Department of
Tourism, Park View, Palayam,
Trivandrum by its Director.

Signed and delivered for and on
behalf of KIIDC Ltd., by its
Managing Director

In the presence of
Witnesses

In the presence of
Witnesses

1.

1.

2.

2.

Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumaranuram, Medical College P.O.,
Thiruvananthapuram- 695011

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SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KIIDC shall prepare detailed estimate for the work "Construction of House Boat Terminal at Kanjipadam under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Technical Sanction

KIIDC shall issue technical sanction for the work "Construction of House Boat Terminal at Kanjipadam under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KIIDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KIIDC will execute an agreement with the selected tenderer.

c. Project Management Services

1. A detailed time schedule for the completion of various items of work will be drafted by KIIDC in consultation with the Contractor within the


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
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time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.

2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC .
4. KIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advice the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.
7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.



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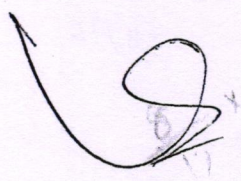
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8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works

Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.



Managing Director
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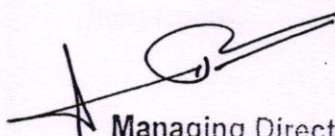
GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred



Managing Director
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by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

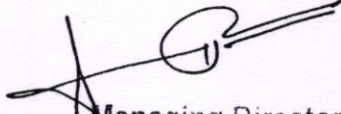
1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work "Construction of House Boat Terminal at Kanjipadam under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" .
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be


Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram

settled by mutual discussion.

4.0 ASSIGNMENTS

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 NOTICE AND ADDRESSES

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective upon and from the date of signature by both the parties.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O,
Thiruvananthapuram- 695011

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Appendix-III

FEES

1. The fee for the execution of work shall be as follows:-


- | | |
|--|-------------------------------------|
| a. Preparation of tender documents and tendering | 8% (eight percent) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

1. Service tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.


Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

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ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated : 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutti	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymkullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karumadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
2	Micro destination at Pandy	77.13

Managing Director
Kerala Irrigation Infrastructure

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3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.


10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.

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15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

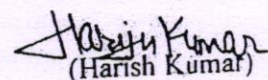
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04:826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

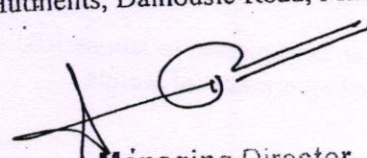
Yours faithfully,



(Harish Kumar)

Under Secretary to the Govt. of India

Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism..
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Medical College PO


(R.K. Sharma)
Assistant Director (PSW)

16/16

HB Terminal - Nedumudi



കേരളം KERALA

AE 006558

AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011



Managing Director
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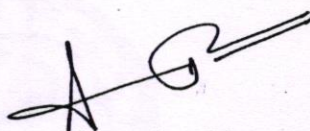
represented by its Managing Director (hereinafter referred to as the 'KIIDC' which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work " Construction of House Boat Terminal at Nedumudi under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 96.68 lakhs (Rupees Ninety Six Lakh Sixty Eight Thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House Boat Terminal at Nedumudi is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Construction of House Boat Terminal at Nedumudi under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix - I and II attached to this Agreement.



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Vasanth Vihar Gardens
Kumarapuram, Medical College P.O,

- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:

The Director of Tourism,

Park View, Palayam,

Trivandrum

In the case of KIIDC, Such communications shall be addressed to:

Kerala Irrigation Infrastructure Development Corporation Limited,

Kumarapuram,


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

Signed and delivered for and on
behalf of the Department of
its
Tourism, Park View, Palayam,
Trivandrum by its Director.

Signed and delivered for and on
behalf of KIIDC Ltd., by
Managing Director

In the presence of
Witnesses

1.

2.

In the presence of
Witnesses

1. Malathy Nair. S. Malathy

2. Kumar. S. Kumar S

2.

Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

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SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work "Construction of House Boat Terminal at Nedumudi under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Technical Sanction

KI IDC shall issue technical sanction for the work " Construction of House Boat Terminal at Nedumudi under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

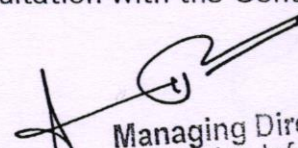
b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

c. Project Management Services

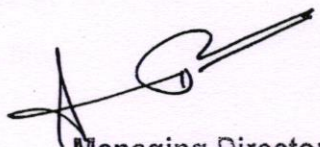
1. A detailed time schedule for the completion of various items of work will be drafted by KI IDC in consultation with the Contractor within the




Managing Director
Kerala Irrigation Infrastructure
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time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.

2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC .
4. KIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advice the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.
7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.



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Thiruvananthapuram- 695011

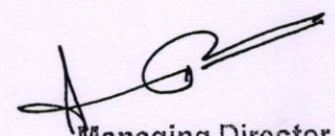
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8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
 9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
 10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
 11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
 12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works

Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.



Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens
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GENERAL

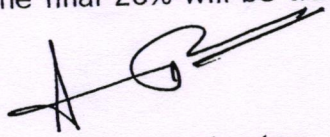
1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred

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Managing Director
Kerala Irrigation Infrastructure
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by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.


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Appendix-II

GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work " Construction of House Boat Terminal at Nedumudi under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

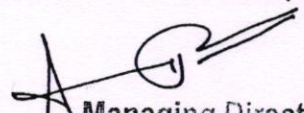
2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be




Managing Director
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Vasanth Vihar Gardens
Kumarapuram, Medical College P.O,
Thiruvananthapuram- 695011

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settled by mutual discussion.

4.0 **ASSIGNMENTS**

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 **NOTICE AND ADDRESSES**

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

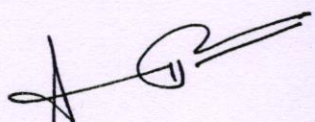
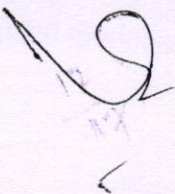
KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 **EFFECTIVE DATE OF AGREEMENT**

This agreement shall become effective upon and from the date of signature by both the parties.



Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

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FEES

1. The fee for the execution of work shall be as follows:-

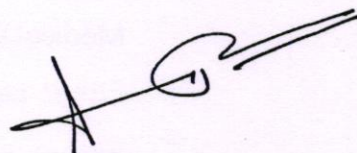
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|--|-------------------------------------|
| a. Preparation of tender documents and tendering | 7% (seven percent) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

1. Service tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified..



Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi-110001
Dated: 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

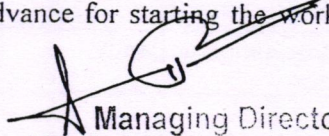
(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutty	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi ✓	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymkullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karumadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
2	Micro destination at Pandy	77.13

Managing Director

3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.

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first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

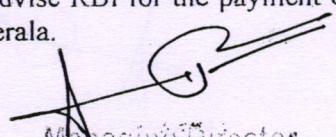
10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens

15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

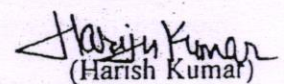
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013


Yours faithfully,



(Harish Kumar)

Under Secretary to the Govt. of India

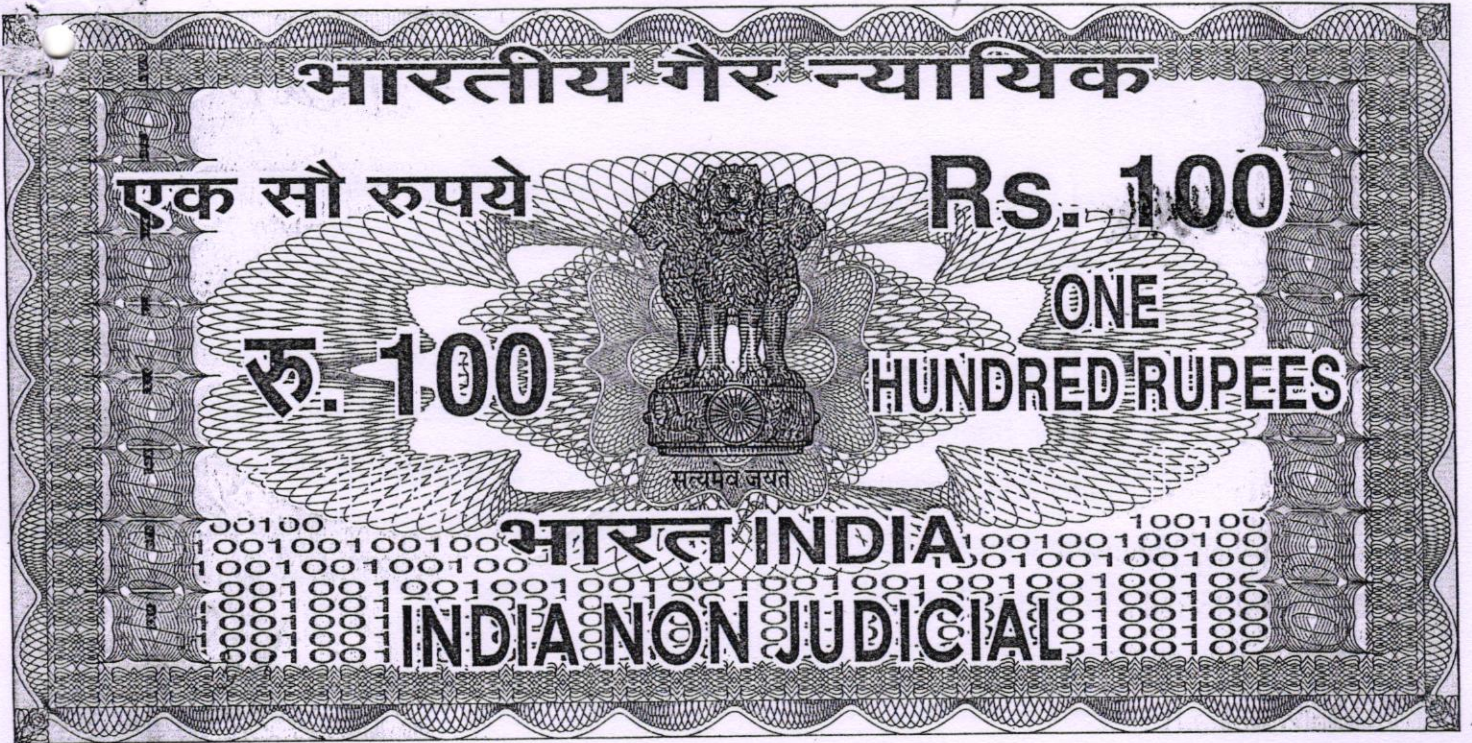
Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism..
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.


(R.K. Sharma)
Assistant Director (PSW)

Pallathurthy
HB Terminal - Pallathurthy



കേരളം KERALA

AE 006557

AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011 represented by its Managing Director (hereinafter referred to as the 'KIIDC'



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Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram - 695011

which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work " Construction of House Boat Terminal at Pallathuruthy under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 95.32 lakhs (Rupees Ninety Five Lakh Thirty Two Thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House Boat Terminal at Pallathuruthy is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Construction of House Boat Terminal at Pallathuruthy under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix - I and II attached to this Agreement.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
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In the case of the Department, such communications shall be addressed to:
The Director of Tourism,
Park View, Palayam,
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

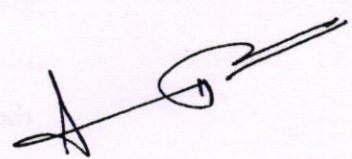
Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

Signed and delivered for and on
behalf of the Department of
its
Tourism, Park View, Palayam,
Trivandrum by its Director.

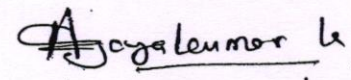

Signed and delivered for and on
behalf of KIIDC Ltd., by

Managing Director

In the presence of
Witnesses

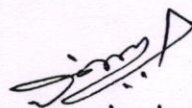
In the presence of
Witnesses

1.

1. 
Ajayalekshmi K

2.

2.


P. Krishnakutty


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work " Construction of House Boat Terminal at Pallathuruthy under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Technical Sanction

KI IDC shall issue technical sanction for the work " Construction of House Boat Terminal at Pallathuruthy under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

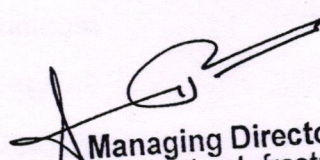
Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

c. Project Management Services


Managing Director
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Vasanth Vihar Gardens
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1. A detailed time schedule for the completion of various items of work will be drafted by KIIDC in consultation with the Contractor within the time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.
2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC .
4. KIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advice the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.

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Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens
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7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.
8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works


Managing Director
Kerala Irrigation Infrastructure
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Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.


GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of



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the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



Managing Director
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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work " Construction of House Boat Terminal at Pallathuruthy under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be



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Vasanth Vihar Gardens
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settled by mutual discussion.

4.0 **ASSIGNMENTS**

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 **NOTICE AND ADDRESSES**

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 **EFFECTIVE DATE OF AGREEMENT**

This agreement shall become effective upon and from the date of signature by both the parties.



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Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

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FEES

1. The fee for the execution of work shall be as follows:-

- | | |
|--|-------------------------------------|
| a. Preparation of tender documents and tendering | 7% (seven percent) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

1. Service tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.


Managing Director
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Thiruvananthapuram- 695011

ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated : 31.03.2013

No. 5-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1.	House boat terminal at Arookutty	216.47
2.	House boat terminal at Thaneermukkom	162.01
3.	House boat terminal at Pallathuruthy	95.32
4.	House boat terminal at Nedumudi	96.68
5.	House boat terminal at Kanjipadam	32.86
6.	House boat terminal at Thottappally	108.61
7.	House boat terminal at Kaymkullam	783.07
B.	Night Halt Terminal	
1.	Night halting centre at Vattakayal West	1225.25
2.	Night halt terminal at Karumadi Vilakkumaram	85.04
C.	Development of Micro Destination connected with the circuit	
1.	Development of Micro destination Vayamkara Chira	259.52
2.	Micro destination at Pandy	77.13

Managing Director

3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.

first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

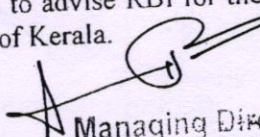
10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


Managing Director
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Vasanth Vihar Gardens
Medical College P.O.

15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

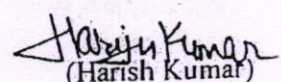
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

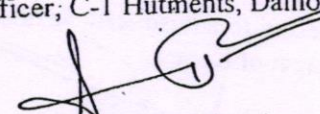
Yours faithfully,

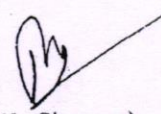

(Harish Kumar)

Under Secretary to the Govt. of India

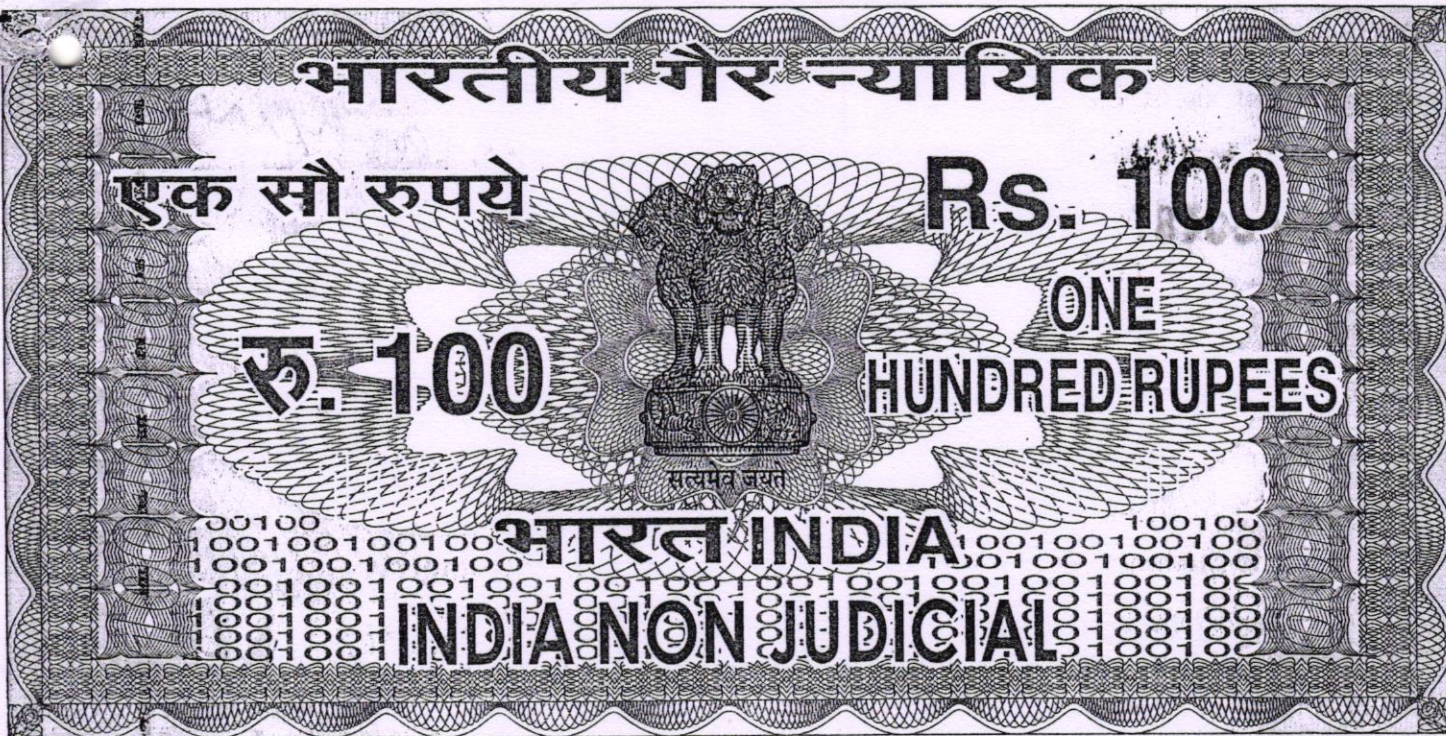
Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism..
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Marapuram, Medical College P.O.,


(R.K. Sharma)
Assistant Director (PSW)

HB Terminal at Arookutty



കേരളം KERALA

AE 006555

AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011

[Handwritten signature]



[Handwritten signature]
Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

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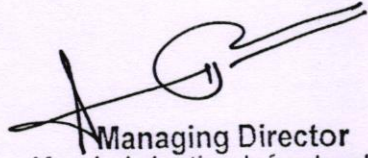
represented by its Managing Director (hereinafter referred to as the 'KIIDC' which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Construction of House Boat Terminal at Arookutty under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 216.47 lakhs (Rs. Two Hundred and Sixteen Lakh Forty Seven Thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House Boat Terminal at Arookutty is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Construction of House Boat Terminal at Arookutty under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix - I and II attached to this Agreement.


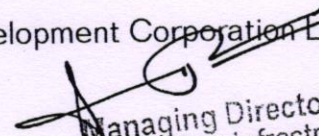


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:
The Director of Tourism,
Park View, Palayam,
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,

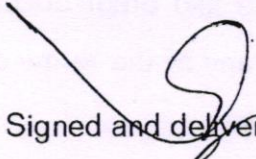


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

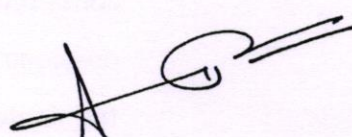
Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.


Signed and delivered for and on
behalf of the Department of
Tourism, Park View, Palayam,
Trivandrum by its Director.


Signed and delivered for and on
behalf of KIIDC Ltd., by its
Managing Director

In the presence of
Witnesses

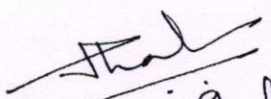
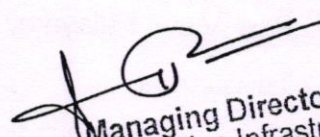
In the presence of
Witnesses

1.

1. Malathy Vair.S Malathy

2.

2.



Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011
Shalu. Sudhakaran

SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work ““ Construction of House Boat Terminal at Arookutty under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala”.

Technical Sanction

KI IDC shall issue technical sanction for the work “ Construction of House Boat Terminal at Arookutty under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala”


. Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.


b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

c. Project Management Services


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

1. A detailed time schedule for the completion of various items of work will be drafted by KIIDC in consultation with the Contractor within the time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.
2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC .
4. KIIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advise the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
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7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.
8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works


Managing Director
Kerala Irrigation Infrastructure
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Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.

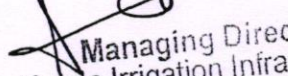
GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT


The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of


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the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.


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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work " Construction of House Boat Terminal at Arookutty under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

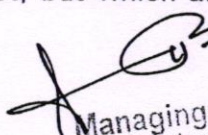
2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or

relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be settled by mutual discussion.


Managing Director
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4.0 ASSIGNMENTS

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 NOTICE AND ADDRESSES

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective upon and from the date of signature by both the parties.


Managing Director
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FEES

1. The fee for the execution of work shall be as follows:-

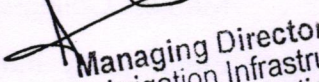
- | | |
|--|-------------------------------------|
| a. Preparation of tender documents and tendering | 7% (seven percent) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

1. Service. tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.


Managing Director
Kerala Irrigation Infrastructure
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ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated: 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1.	House boat terminal at Arookutty	216.47
2.	House boat terminal at Thaneermukkom	162.01
3.	House boat terminal at Pallathuruthy	95.32
4.	House boat terminal at Nedumudi	96.68
5.	House boat terminal at Kanjipadam	32.86
6.	House boat terminal at Thottappally	108.61
7.	House boat terminal at Kaymkullam	783.07
B.	Night Halt Terminal	
1.	Night halting centre at Vattakayal West	1225.25
2.	Night halt terminal at Karumadi Vilakkumaram	85.04
C.	Development of Micro Destination connected with the circuit	
1.	Development of Micro destination Vayamkara Chira	259.52
2.	Micro destination at Pandy	77.13

Managing Director
Kerala Irrigation Infrastructure

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3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens

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first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


Managing Director
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Medical College P.O.

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15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

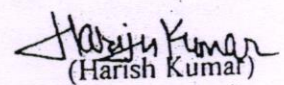
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

Yours faithfully,

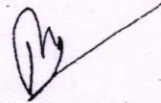

(Harish Kumar)

Under Secretary to the Govt. of India

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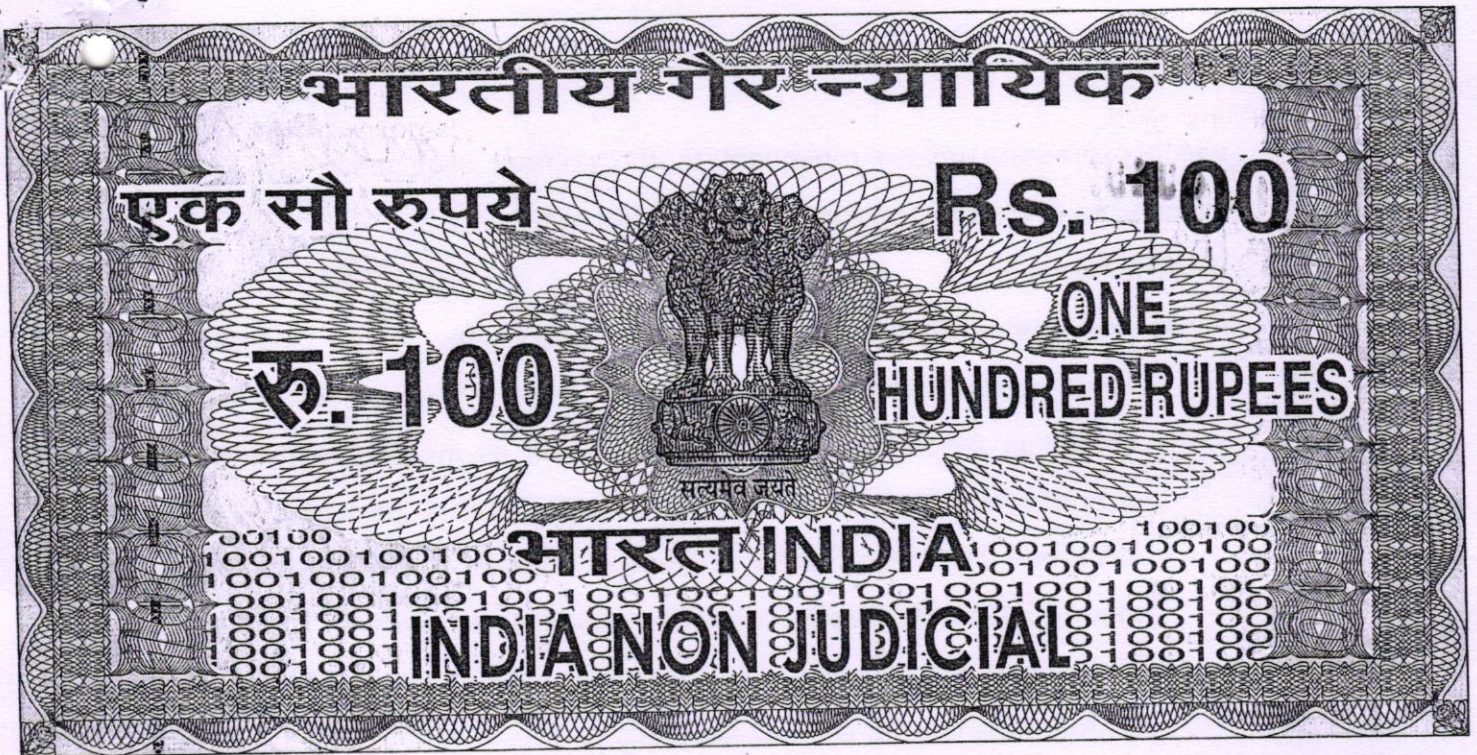
1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director Assistant Director (PSW)
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens


(R.K. Sharma)

16/16

HB Terminal at Kayamkulam



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AE 006560

AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011 represented by its Managing Director (hereinafter referred to as the 'KIIDC'

DIRECTOR
Department of Tourism
Parkview, Thiruvananthapuram-33



Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

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which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Construction of House boat terminal at Kayamkulam under Development of Backwater Circuit in Alappuzha in back water region as mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 783.07 lakhs (Rs. Seven crore eighty three lakh seven thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House boat terminal at Kayamkulam under Development of Backwater Circuit in Alappuzha in back water region as mega circuit in Kerala" is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Construction of House boat terminal at Kayamkulam under Development of Backwater Circuit in Alappuzha in back water region as mega circuit in Kerala".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix – I and II attached to this Agreement.

DIRECTOR
Department of Tourism
Park view, Thiruvananthapuram-33


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

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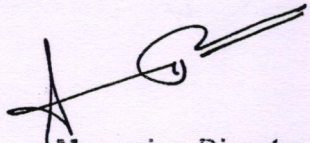
- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:
The Director of Tourism,

Park View, Palayam,
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,

3
DIRECTOR
Department of Tourism
Park view, Thiruvananthapuram-33


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram. Medical College P.O.

Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

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Signed and delivered for and on
behalf of the Department of
Tourism, Park View, Palayam,
Trivandrum by its Director.


Signed and delivered for and on
behalf of KIIDC Ltd., by its
Managing Director

In the presence of
Witnesses

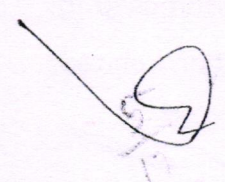
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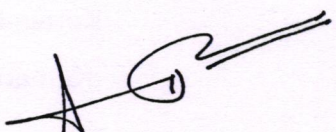
In the presence of
Witnesses

1. Malathy Nair S Malathy

2.

2. Kumar S Kumar




Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

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SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work "Construction of House boat terminal at Kayamkulam under Development of Backwater Circuit in Alappuzha in back water region as mega circuit in Kerala".

Technical Sanction


KI IDC shall issue technical sanction for the work "Construction of House boat terminal at Kayamkulam under Development of Backwater Circuit in Alappuzha in back water region as mega circuit in Kerala".

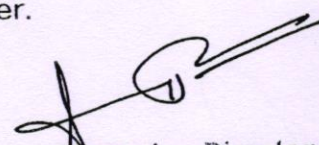
Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

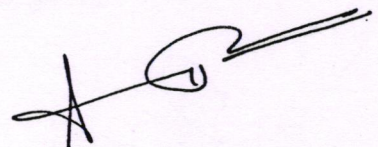
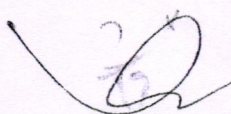
Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.


Director
Dept. of Tourism


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

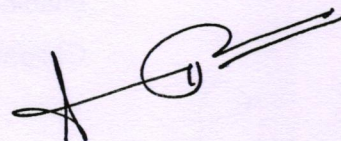
c. Project Management Services

1. A detailed time schedule for the completion of various items of work will be drafted by KIIDC in consultation with the Contractor within the time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.
2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC.
4. KIIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advise the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.



Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram 695011

7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.
8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.



Managing Director
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Part II

Preparation of Detailed Estimate of works

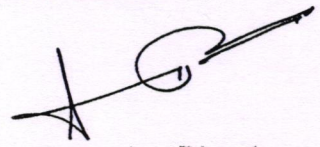
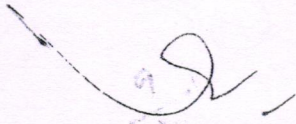
Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.

GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

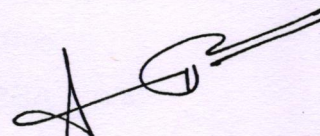
RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.



Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.
2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work "Construction of House boat terminal at Kayamkulam under Development of Backwater Circuit in Alappuzha in back water region as mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

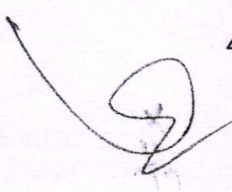

2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be settled by mutual discussion.

4.0 ASSIGNMENTS



Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
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The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 **NOTICE AND ADDRESSES**

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

KI IDC

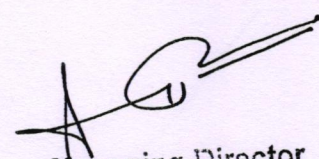
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 **EFFECTIVE DATE OF AGREEMENT**

This agreement shall become effective upon and from the date of signature by both the parties.

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Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

Appendix-III

FEES

1. The fee for the execution of work shall be as follows:-

- | | |
|--|---------------------------------------|
| a. Preparation of tender documents and tendering | 5% (five percentage) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

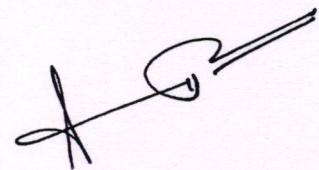
1. Service. tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.

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Thiruvananthapuram- 695011

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ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated: 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutty	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymkullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karumadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
2	Micro destination at Pandu	

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3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

Managing Director,
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first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.

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15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

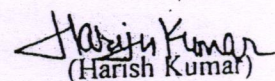
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

Yours faithfully,


(Harish Kumar)

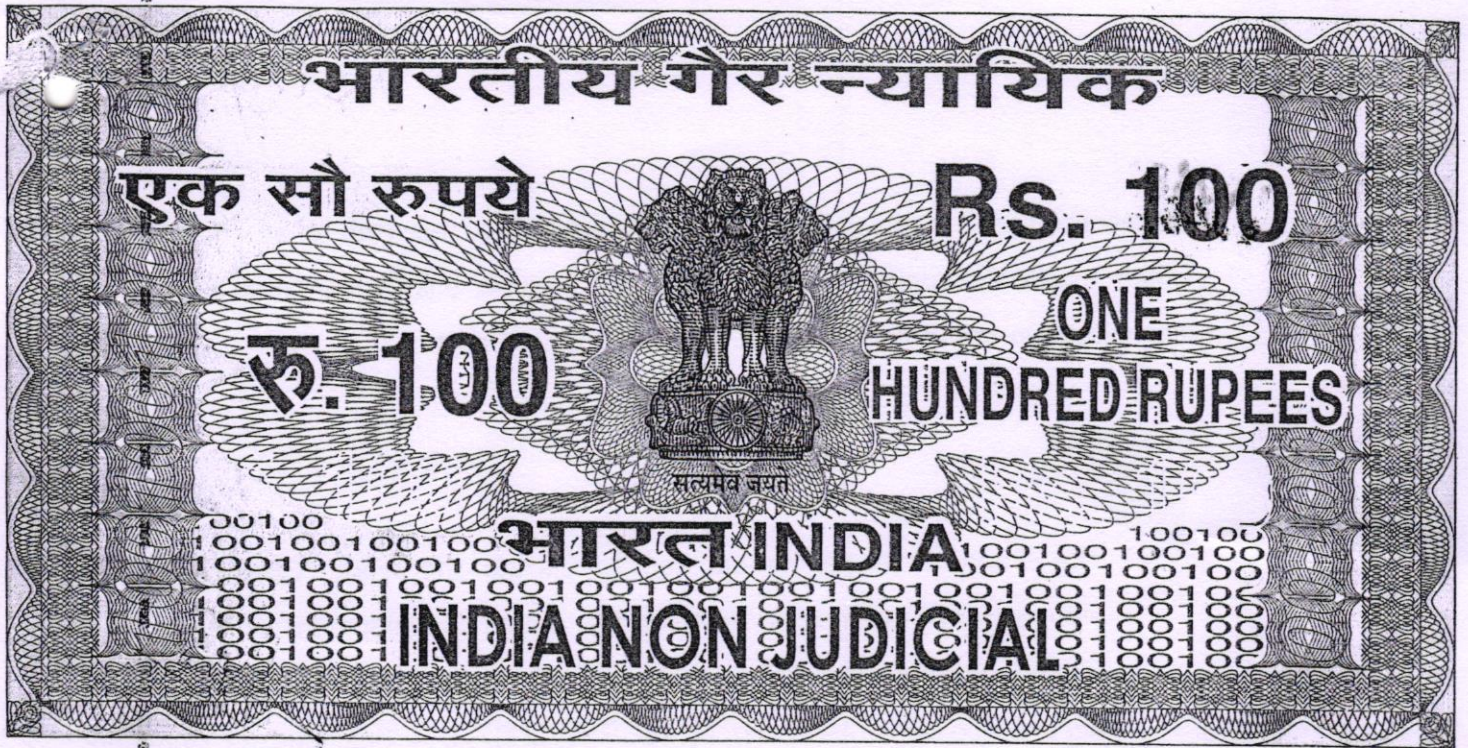
Under Secretary to the Govt. of India

Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism..
10. Pay & Accounts Officer; C-1 Hutments, Dalhousie Road, Ministry of Tourism.


(R.K. Sharma)
Managing Director
Kerala Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O., Assistant Director (PSW)
Thiruvananthapuram- 695011

16/16



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AGREEMENT

THIS AGREEMENT executed on this day 22/7 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

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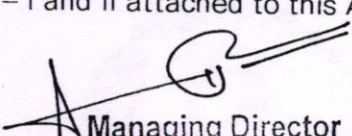
represented by its Managing Director (hereinafter referred to as the 'KIIDC' which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Construction of House Boat Terminal at Thottappally under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 108.61 lakhs (Rupees One Hundred and Eight Lakh Sixty One Thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of Construction of House Boat Terminal at Thottappally is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Construction of House Boat Terminal at Thottappally under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix – I and II attached to this Agreement.


Managing Director
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Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,

- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:
The Director of Tourism,
Park View, Palayam,
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,



Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

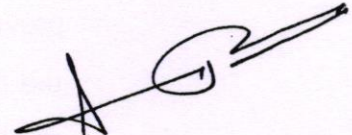
Medical College P O, Thiruvananthapuram – 695011.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

Signed and delivered for and on
behalf of the Department of
Tourism, Park View, Palayam,
Trivandrum by its Director.


Signed and delivered for and on
behalf of KIIDC Ltd., by its
Managing Director

In the presence of
Witnesses

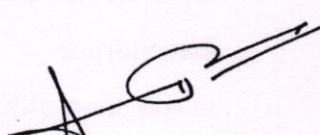
In the presence of
Witnesses

1.

1. Malathy Nair .S Malathy

2.

2. Kumar 'S' Kumar S


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work "Construction of House Boat Terminal at Thottappally under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Technical Sanction

KI IDC shall issue technical sanction for the work "Construction of House Boat Terminal at Thottappally under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

c. Project Management Services

1. A detailed time schedule for the completion of various items of work will be drafted by KI IDC in consultation with the Contractor within the

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Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.

2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC .
4. KIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advice the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.
7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.



Managing Director
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8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works

Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
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Thiruvananthapuram-695011


GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred


Managing Director
Kerala Irrigation Infrastructure
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by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work "Construction of House Boat Terminal at Thottappally under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be


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settled by mutual discussion.

4.0 **ASSIGNMENTS**

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 **NOTICE AND ADDRESSES**

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 **EFFECTIVE DATE OF AGREEMENT**

This agreement shall become effective upon and from the date of signature by both the parties.



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FEES

1. The fee for the execution of work shall be as follows:-

- | | |
|--|-------------------------------------|
| a. Preparation of tender documents and tendering | 7% (seven percent) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

1. Service. tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.


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ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated: 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutty	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymkullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karumadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
	Micro destination at Pandi	77.13

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Kerala Irrigation Infrastructure
Development Corporation Ltd

3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

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Vasanth Vihar Gardens

first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

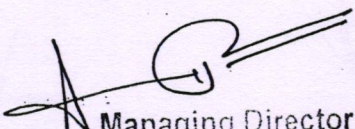
10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


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15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

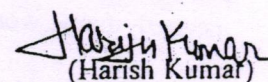
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

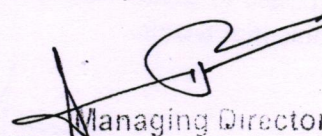
Yours faithfully,



(Harish Kumar)

Under Secretary to the Govt. of India

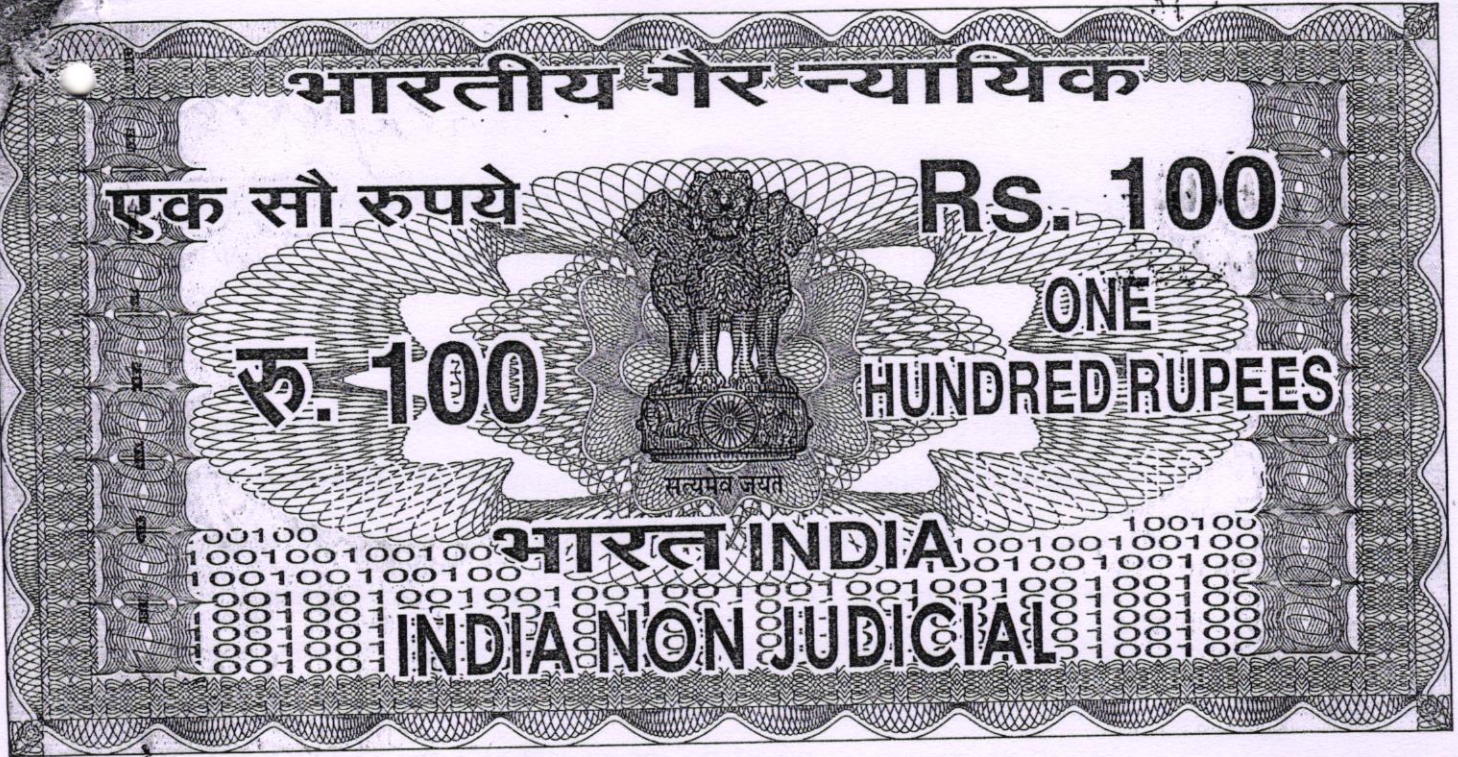
Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarakurup, Medical College P.O.


(R.K. Sharma)
Assistant Director (PSW)

Night Raiting Terminal - Kannur
Vilakurman



കേരളം KERALA

AE 006559

AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011 represented by its Managing Director (hereinafter referred to as the 'KIIDC'



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Development Corporation Ltd.
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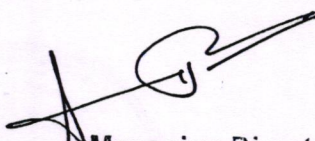
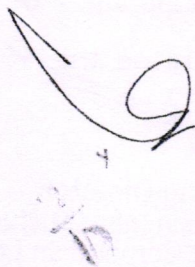
which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Night halt terminal at Karumadi Vilakkumaram under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala-" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 85.04 lakhs (Rs. Eighty five lakh four thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of "Night halt terminal at Karumadi Vilakkumaram under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala" is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Night halt terminal at Karumadi Vilakkumaram under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix - I and II attached to this Agreement.

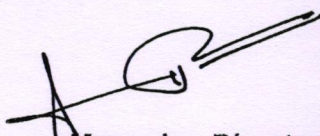


Managing Director
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- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.
- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:
The Director of Tourism,
Park View, Palayam,
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:
Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,



Managing Director
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Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.,
Thiruvananthapuram- 695011

Medical College P O, Thiruvananthapuram – 695011.

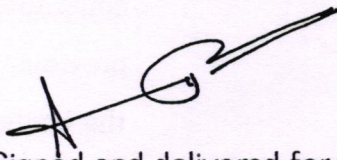
Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

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Signed and delivered for and on
behalf of the Department of
Tourism, Park View, Palayam,
Trivandrum by its Director.


Signed and delivered for and on
behalf of KIIDC Ltd., by its
Managing Director

In the presence of
Witnesses

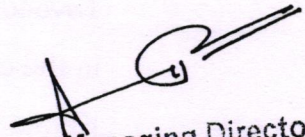
In the presence of
Witnesses

1.

1. Malathy Vair. S Malathy



2. Kumar. S Kumar


Managing Director
Kerala Irrigation Infrastructure
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SCOPE AND RESPONSIBILITIES

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work "Night halt terminal at Karumadi Vilakkumaram under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Technical Sanction

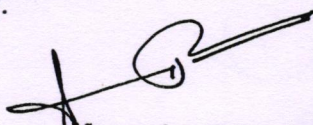
KI IDC shall issue technical sanction for the work "Night halt terminal at Karumadi Vilakkumaram under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

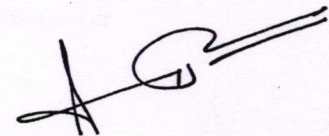


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c. Project Management Services

1. A detailed time schedule for the completion of various items of work will be drafted by KIIDC in consultation with the Contractor within the time frame prescribed in the contract agreement. KIIDC shall keep a close watch to ensure that the approved time schedule is strictly followed.
2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC.
4. KIIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advise the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.

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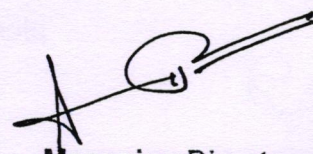
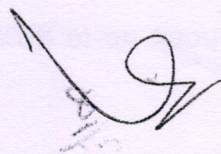
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7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.
8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works



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Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.

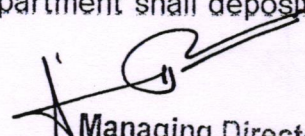
GENERAL

1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of


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the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall be paid by KIIDC from the deposit amount. The final 20% will be transferred by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



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Appendix-II

GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

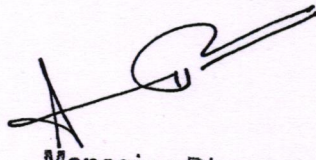
1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work "Night halt terminal at Karumadi Vilakkumaram under Development of Backwater Circuit in Alappuzha in Backwater region as a mega circuit in Kerala".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be settled by mutual discussion.


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4.0 ASSIGNMENTS

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 NOTICE AND ADDRESSES

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum


KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective upon and from the date of signature by both the parties.



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FEES

1. The fee for the execution of work shall be as follows:-

- | | |
|---|---|
| a. Preparation of tender documents
and tendering | 7% (seven percentage)
of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution
Drawings, | whichever is lower |

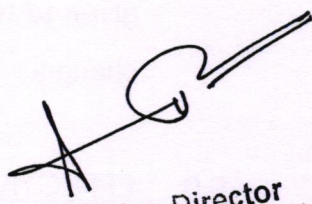
1. Service. tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.

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Managing Director
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Thiruvananthapuram- 695011

ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi-110001
Dated: 31.03.2013

No. 5-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutty	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymkullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karumadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
2	Micro destination at Pandy	77.13

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3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

Managing Director
Kerala Irrigation Infrastructure
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Vasanth Vihar Gardens

first instalment Rs. 1.04 Crore (Rs. One crore four lakh only) is being released due to non availability of sufficient funds. Since no funds were released for this project earlier, no utilization certificate is due in the matter.

3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

4. The Principal Secretary (Tourism), Government of Kerala will be the nodal officer for implementation and monitoring of the project. The State Government of Kerala shall set up a Monitoring Committee headed by the Principal Secretary (Tourism) with a Member from the Ministry of Tourism and the Implementing agency to monitor physical and financial progress of the sanctioned project and submit the progress report to Ministry of Tourism on quarterly basis in the format enclosed with this order.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

6. The State Government of Kerala would get the work executed through the Department of Tourism, Government of Kerala and shall have the work started immediately to ensure timely utilization of funds and to avoid escalation of cost. The project should be commissioned within 36 months. No reimbursement will be made by the Central Government on this account. **The components which are not being funded by CFA and also future cost escalation, if any, would be borne by the State Government/concerned agency to complete the project in time. No reimbursement will be made by the Central Government on this account.**

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

8. The State Government of Kerala would undertake the responsibility for maintenance and management of facilities for which the funds are released and no reimbursement on account of losses incurred, if any, would be made by the Central Government.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

10. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle before implementation of the project.

11. Further funds would be released after receipt of utilization certificate.

12. The State Government will furnish an undertaking for not selling, leasing or alienating the assets created in any way without the prior permission of Ministry of Tourism.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

14. Principal Accounts Officer is requested to advise RBI for the payment of Rs 1.04 Crore (Rs. One crore four lakh only) to the Government of Kerala.


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Changanassery, Kollam District, Kerala

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15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

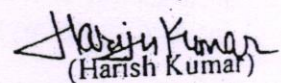
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

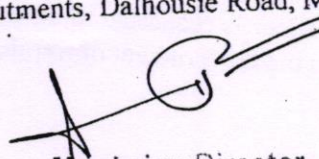
Yours faithfully,

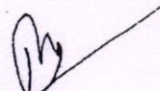

(Harish Kumar)

Under Secretary to the Govt. of India

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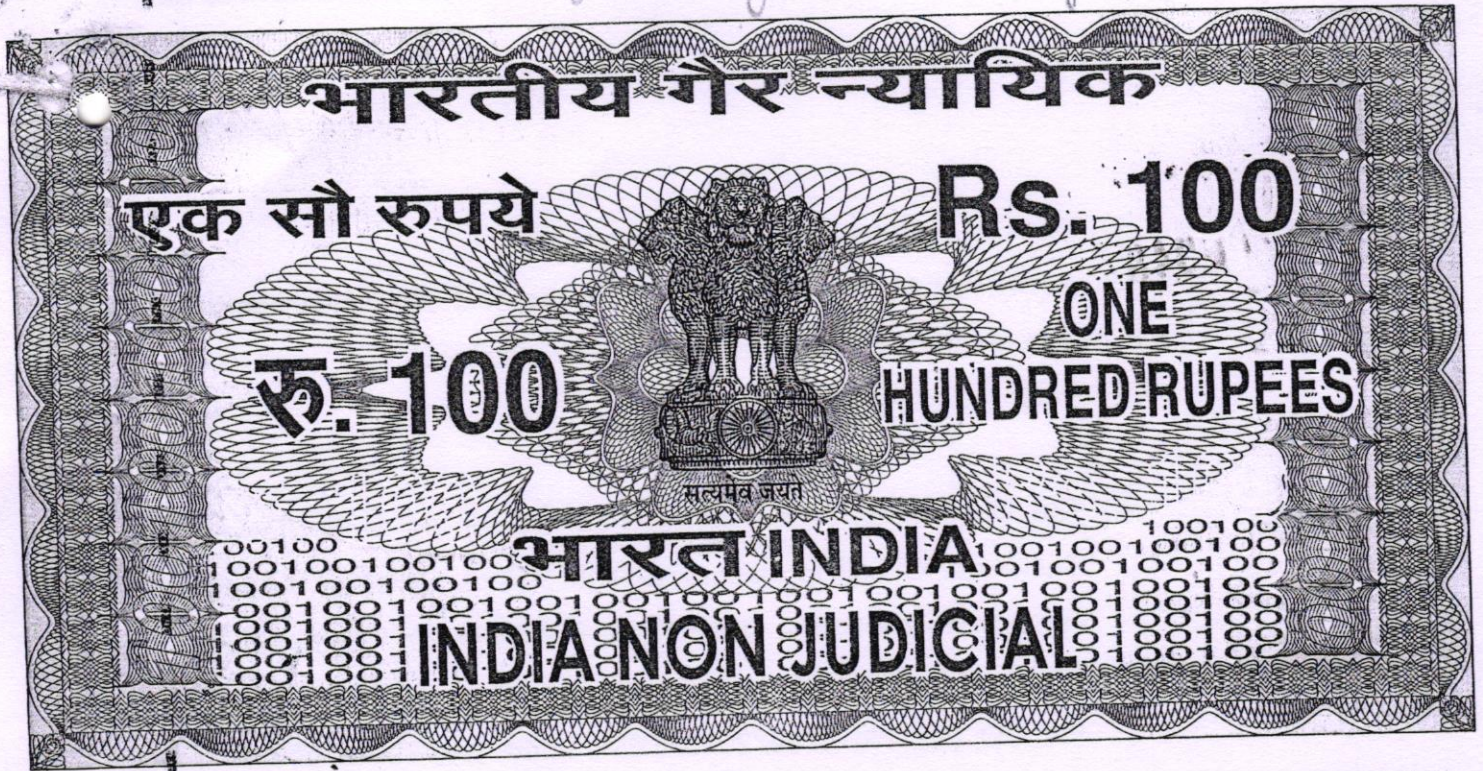
1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens


(R.K. Sharma)
Assistant Director (PSW)

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Night Halting Team Vattakayal



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AGREEMENT

THIS AGREEMENT executed on this day ----- 2014

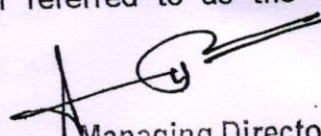
BETWEEN

The Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director on behalf of the Governor of Kerala (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc) of the one part.

AND

M/s Kerala Irrigation Infrastructure Development Corporation Limited, incorporated as a Company under the Companies Act, 1956 with its registered Office at Kumarapuram, Medical College P O, Thiruvananthapuram - 695011 represented by its Managing Director (hereinafter referred to as the 'KIIDC'




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Kerala Irrigation Infrastructure
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which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the other part.

WHEREAS

- a) The Department having decided to entrust the work "Development of Backwater Circuit in Alappuzha-Night halting centre at Vattakayal West" in accordance with the Order No 5- PSW(27)/2011 (included as Appendix IV) dated 31/3/2013 of the Ministry of Tourism, Government of India, and the GO (Rt) No 5749/2013/TSM dated 12/7/2013 of Government of Kerala with the Company at a cost of Rs. 1225.25 lakhs (Rs. Twelve crore twenty five lakh twenty five thousand only).
- b) KIIDC having agreed to take up and execute the work.
- c) The parties hereto had detail discussion regarding various aspects of the matter and have reached an understanding which they desire to reduce it to writing.
- d) The work of "Development of Backwater Circuit in Alappuzha-Night halting centre at Vattakayal West" is not meant predominantly for commerce or business purpose and only an expansion of infrastructure for tourism development.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage KIIDC to take and execute the work "Development of Backwater Circuit in Alappuzha-Night halting centre at Vattakayal West".
- II. KIIDC hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of the work which are more specifically described in Appendix - I and II attached to this Agreement.
- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by KIIDC it shall pay KIIDC the prescribed fees as detailed in Appendix -III attached to this Agreement.


Managing Director
Kerala Irrigation Infrastructure
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- IV. The parties hereto agree that Appendices- I, II, and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II, and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Department, such communications shall be addressed to:
The Director of Tourism,

Park View, Palayam,

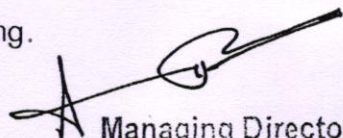
Trivandrum

In the case of KIIDC, Such communications shall be addressed to:

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,


Medical College P O, Thiruvananthapuram – 695011.

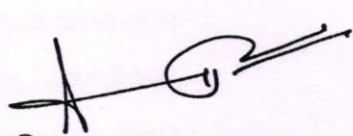
Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.


Managing Director 3/16
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.


Signed and delivered for and on
behalf of the Department of
Tourism, Park View, Palayam,
Trivandrum by its Director.

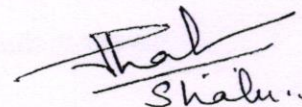

Signed and delivered for and on
behalf of KIIDC Ltd., by its
Managing Director

In the presence of
Witnesses

1.

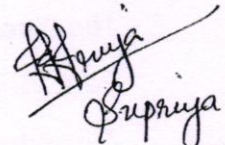
In the presence of
Witnesses

1.


Shalin Sudhakara

2.

2.


Supriya Ann Thomas


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
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Thiruvananthapuram- 695011

SCOPE AND RESPONSIBILITIES

Appendix – 1

Part I

a. Preliminary works

KI IDC shall prepare detailed estimate for the work "Development of Backwater Circuit in Alappuzha-Night halting centre at Vattakayal West".

Technical Sanction

KI IDC shall issue technical sanction for the work "Development of Backwater Circuit in Alappuzha-Night halting centre at Vattakayal West".

Preparation of tender documents and tendering

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. All services required for releasing of advertisement in this connection shall be carried out by KI IDC, but the actual advertisement charges will be to the account of the Department of Tourism. E-tender system shall be followed for the tendering of works.

b. Tender Evaluation and Contracting

Evaluation of technical, commercial, financial aspects of the tenders received, seeking clarification, if any, required and ensuring that the bids received are in compliance to the tender specifications and submission of recommendation for selection of tenders. On approval, KI IDC will execute an agreement with the selected tenderer.

c. Project Management Services

1. A detailed time schedule for the completion of various items of work will be drafted by KI IDC in consultation with the Contractor within the time frame prescribed in the contract agreement. KI IDC shall keep a

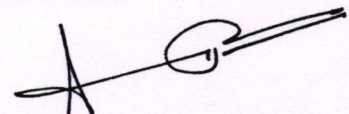
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close watch to ensure that the approved time schedule is strictly followed.

2. KIIDC will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
3. As directed by Government, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract, the works will be executed under the supervision of KIIDC.
4. KIIDC shall advise the Department on the progress of the work and furnish monthly progress reports.
5. KIIDC shall take all necessary measures to ensure quality of work and to keep a watch on the usage of steel, cement, etc. as per approved specifications.
6. KIIDC shall advise the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the KIIDC shall give a report to the Department sufficiently early before incurring any excess expenditure.
7. KIIDC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.

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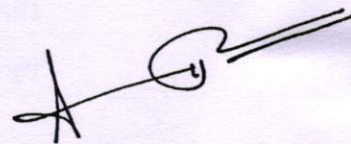
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8. KIIDC shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and release payment from the deposit amount.
9. KIIDC shall duly certified for accuracy and correctness of the works executed with Department after obtaining the written acceptance of the Contractor at the time of the final bill.
10. KIIDC shall furnish such information to the Department and advice regarding fulfilment of Contractor's obligations in respect of the contract such as reports, progress, charts etc.
11. KIIDC shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant specifications of BIS. KIIDC shall enforce specifications of BIS wherever they are applicable in the work.
12. KIIDC shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor.

Part II

Preparation of Detailed Estimate of works

Based on the site conditions detailed estimate and schedule of quantities will be prepared by KIIDC. One set of estimate will be supplied to the Department.



Managing Director
Kerala Irrigation Infrastructure
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GENERAL

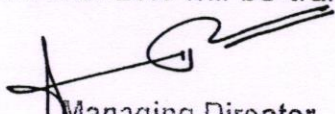
1. KIIDC will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance and furnishing clarifications wherever necessary. However obtaining such statutory clearances shall be the Department's responsibility
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and KIIDC, provided that all such changes in the scope of work shall be reduced in writing and approved by the parties, along with the terms and conditions agreed upon.
3. Any expenses incurred for outstation tours undertaken by the officers of the KIIDC, in connection with the works shall be paid for by the Department in accordance with the provisions in the prevailing staff rules of the KIIDC provided that the tour is undertaken on specific request by the Department.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall perform all obligations required of it, as owner in order to enable KIIDC to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

1. The project shall be entrusted with KIIDC as a deposit work on cost plus execution fee basis. The Department shall deposit up to 80% of the estimated cost of each work with a minimum of 50% as advance with KIIDC. Balance 30% will be paid depending on the progress of the work. Thereafter all the expenditure of the project shall- be paid by KIIDC from the deposit amount. The final 20% will be transferred

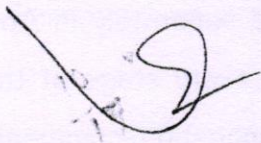
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Managing Director
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by the Department to KIIDC account on completion of the work before settling the final payment of the Contractors. KIIDC's fee shall be withdrawn from the deposit amount.

2. The Department shall provide necessary data regarding the operational parameters required to be incorporated in the design of buildings to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
3. The Department shall review and approve or communicate their comments on technical documents such as estimates and specifications submitted by KIIDC for this purpose, as early as possible, on receipt from KIIDC. Review of documents, if found necessary, shall be conducted in a design conference to be convened by KIIDC at a time and venue as mutually agreed upon from time to time.
4. The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work.



Managing Director
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GENERAL CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

1. "Agreement" means this agreement, together with its annexure and written amendments, if any.
2. "Department" shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. "KIIDC" shall mean the Kerala Irrigation Infrastructure Development Corporation Limited, Kumarapuram, Medical College P O, Thiruvananthapuram- 695011.
4. "Contractors" shall mean any person, firm or company employed by KIIDC on behalf of the Department for supply and / or construction and / or erection, services required for the work "Development of Backwater Circuit in Alappuzha-Night halting centre at Vattakayal West".
5. "Work" includes all duties, responsibilities and obligations to be discharged by KIIDC under the contract.

2.0 GENERAL

KIIDC shall render the services as listed separately in Appendix- 1. The Department shall be fully associated at every stage of the construction and KIIDC shall take into account any suggestion/comments given by the Department in this regard.

3.0 ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, interpretation and operation or effect of any of the terms in this agreement or the breach thereof and all claims and benefits which arise out of the contract, but which are disputed, shall be settled by mutual discussion.

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Thiruvananthapuram- 695011

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4.0 ASSIGNMENTS

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

5.0 NOTICE AND ADDRESSES

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

The Department

The Directorate of Tourism,
Park View, Palayam,
Trivandrum

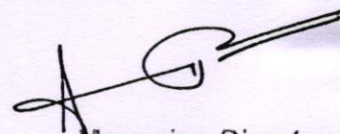
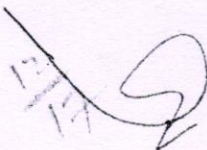
KI IDC

Kerala Irrigation Infrastructure Development Corporation Limited,
Kumarapuram,
Medical College P O, Thiruvananthapuram- 695011

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

6.0 EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective upon and from the date of signature by both the parties.



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FEES

1. The fee for the execution of work shall be as follows:-

- | | |
|--|---------------------------------------|
| a. Preparation of tender documents and tendering | 5% (five percentage) of the executed |
| b. Tender, evaluation & Contracting | value of work or |
| c. Project Management Services | estimate amount |
| d. Structural design, Execution Drawings, | whichever is lower |

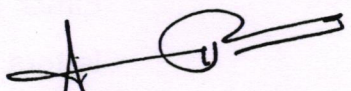
1. Service tax or any other indirect tax as applicable from time to time during the existence of the contract shall be payable in addition to the applicable fee.

2. Actual executed value of work shall mean actual cost of all works connected with the project including cost of materials like cement and steel and other materials used in the project

Payment terms

The fee for execution shall be drawn from the deposit amount monthly or pro-rata depending on the progress of work based on the value of bills certified.

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Thiruvananthapuram- 695011

ANNEXURE - IV

Government of India
Ministry of Tourism

Transport Bhawan
Sansad Marg
New Delhi 110001
Dated: 31.03.2013

No. S-PSW (27)/2011

To

The Principal Accounts Officer
Ministry of Civil Aviation & Tourism
Double Storey Building
Safdarjung Airport
New Delhi-110003.

Subject: Development of Back Water Circuit in Alappuzha in Back Water Region as a Mega Circuit in Kerala.

Sir,

I am directed to refer to the project proposal bearing letter no. P3-3878/2011 dated 30.08.2011 received from Director (Tourism) Govt. of Kerala on the above mentioned subject and to convey the sanction of the President of India for Central Financial Assistance of Rs 4762.48 lakh (Rupees forty seven crore sixty two lakh and forty eight thousand only) for the under mentioned components:

(Rupees in lakh)

Sl. No.	Components	Estimated Cost
A	House Boat Terminal	
1	House boat terminal at Arookutty	216.47
2	House boat terminal at Thaneermukkom	162.01
3	House boat terminal at Pallathuruthy	95.32
4	House boat terminal at Nedumudi	96.68
5	House boat terminal at Kanjipadam	32.86
6	House boat terminal at Thottappally	108.61
7	House boat terminal at Kaymukullam	783.07
B	Night Halt Terminal	
1	Night halting centre at Vattakayal West	1225.25
2	Night halt terminal at Karumadi Vilakkumaram	85.04
C	Development of Micro Destination connected with the circuit	
1	Development of Micro destination Vayamkara Chira	259.52
2	Micro destination at Pandy	77.13

3.	Micro destination Thazhuppu	138.06
4.	Development of Micro destination at Kuthiravattomchira	79.19
D.	Development of beaches connected with the circuit	
1.	Development of Beach at Arthukal	159.90
2.	Development of Beach at Thottappally	102.46
E.	Farm and rural tourism scheme connected with the circuit	
1.	Coir tourism initiatives at VayalarEttupurackal	0.00
2.	Model Fisherman Village project at Andhakaranzhi	0.00
3.	Rural Tourism Initiatives in Kakkathuruthu	0.00
4.	Promotion of Farm Tourism at Kainakary in Kuttanad	0.00
F.	Scheme for development of Alappuzha town as the central destination of the circuit	
KITE 1.	Development of Terminal complex at finishing point	169.69
2.	Improvement to Vadai canal and Commercial canal	0.00
KITE 3.	Alappuzha Heritage- Buildings and Streets Development as a Tourism Package	595.04
KITE 4.	Development of Vijaya Park	9.40
5.	Development of Sea view park	0.00
G.	Conservation and up gradation of the environment of the project area.	
1.	Total sanitation of Alappuzha backwater region	0.000
KITE 2.	Establishing sewage treatment plans	140.00
H.	Projects connected the safety and security of house boat operation in the circuit	
1.	GPS based house boat tracking, Computer Based Route management and Vessel inventory system	0.00
I.	Community training and participation	0.00
	Total	4535.70
	Contingency & Consultancy @ 5%	226.78
	Grand Total	4762.48

2. The sanction of the President is however accorded for release of Rs 2,38,12,400/- (Rupees two crore thirty eight lakh twelve thousand four hundred only) (being 05% of the sanctioned CFA) as first installment of the Central Financial Assistance as an advance for starting the work. Out of the

Managing Director
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3. The State Government of Kerala shall make land for the project available free of cost and also render all possible assistance for completion of the project in time. No portion of the sanctioned project should be executed/implemented in land/property owned by private individual or trust.

5. The executing agency shall put in place the mandatory facilities for barrier free access by physically disabled persons.

7. The Central Financial Assistance will be utilized for the purpose for which the funds are released.

9. The State Government of Kerala would take all necessary clearances which are required as per prevailing rules and regulations before undertaking this project.

11. Further funds would be released after receipt of utilization certificate.

13. The State Government of Kerala will not keep the amount released by Central Government unutilized for more than six months. In case the funds cannot be utilized by such time the same will have to be surrendered to Central Government with interest or their formal approval should be taken to transfer/adjust the amount against other Central financially assisted projects.

Kerala Industrial Infrastructure Development Corporation Ltd.
Vaidyanthar Gardens
Mangaluru, Kerala

15. The Commercial Quotes etc., if any, furnished along with the project proposal should not be deemed as accepted by Government of India. The State Government shall follow the codal procedures of inviting tenders etc. while actually awarding the work for execution.

16. The State Government of Kerala would take NOC from Archeological Survey of India (ASI) regarding Archeological Monuments, Ancient Sites and Remains (AMASR) Act, 2010, that there will be no violation of this act while implementing this project.

17. The State Government of Kerala would obtain all necessary clearances from the Forest and Environment angle and CRZ clearance before implementation of the project.

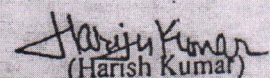
18. The assets acquired wholly or substantially out of CFA except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR shall not be disposed of without obtaining the prior approval of the authority which sanctioned the Central Financial Assistance.

19. It is certified that no utilization certificate is pending from the State Government of Kerala in respect of grant – in – aid released by the Central Government in respect of all the schemes / projects/ programmes of Ministry of Tourism.

20. The expenditure involved is debitable to Demand No.94-Tourism, 3601-Grants-in-aid to State Governments 04-Grants for Centrally Sponsored Plan Scheme(Sub Major Head), 826-Tourist Infrastructure-Tourist accommodation(Minor Head), 01-Product/Infrastructure Development for Destination and Circuits, 01-00-35- Grants for creation of Capital assets for the year 2012-13(Plan) (3601.04.826.01.00.35).

21. This issues with the concurrence of IF vide their U.O. No.3857/IFD/2012 dated 30.03.2013

Yours faithfully,

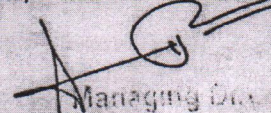

(Harish Kumar)

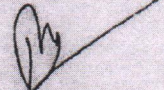
Under Secretary to the Govt. of India

Copy to:

1. The Director of Audit, CW&M, New Delhi
2. IF vide their u.o. referred to above.
3. The Director of Tourism, Govt. of Kerala, Thiruvananthapuram.
4. The AG, Govt. of Kerala Thiruvananthapuram.
5. PS to Minister of Tourism, Govt. of India, New Delhi
6. The RD, Indiatourism, Chennai.
7. Sanction order file/spare copies.
8. Asstt. DG (Monitoring Cell), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
9. Asstt. DG(P&C), C-1 Hutments, Dalhousie Road, Ministry of Tourism.
10. Pay & Accounts Officer, C-1 Hutments, Dalhousie Road, Ministry of Tourism.


Section Officer


Managing Director
Kerala Irrigation Infrastructure
Development Corporation Ltd.
Vasanth Vihar Gardens
Kumarapuram, Medical College P.O.


(R.K. Sharma)
Assistant Director (PSW)