

പതിനാലാം കേരള നിയമസഭ

10-ാം സമ്മേളനം

നക്ഷത്രചിഹ്നമിടാത്ത

ചോദ്യം നമ്പർ : 4852

22.03.2018 -ൽ മറുപടിയ്ക്ക്

ചെറായി ബീച്ചിലെ പാർക്കിംഗ് ഫീ

ചോദ്യം


ശ്രീ.എസ്.ശർമ്മ :

ഉത്തരം

ശ്രീ. കടകംപള്ളി സുരേന്ദ്രൻ

(സഹകരണവും വിനോദസഞ്ചാരവും ദേവസ്വവും വകുപ്പ് മന്ത്രി)

(എ)	ചെറായി ബീച്ചിലെ പാർക്കിംഗ് ഫീ പിരിച്ചെടുക്കുന്നതിനായി എറണാകുളം ഡി.ടി.പി.സി. ഏർപ്പെട്ട കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;	(എ)	കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.
(ബി)	പ്രസ്തുത ബീച്ചിലെ പാർക്കിംഗ് ഫീ പിരിച്ചെടുക്കുന്ന കരാറുകാരൻ കരാർ വ്യവസ്ഥകൾ ലംഘിച്ചതായി സർക്കാരിന്റെ ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ; എത്ര തവണ കരാർ ലംഘിച്ചുവെന്നും കരാർ വ്യവസ്ഥകൾ ഏതൊക്കെയാണെന്നും വ്യക്തമാക്കുമോ;	(ബി)	ലൈസൻസ് ഫീസ് അതാതമാസം കൃത്യമായി അടയ്ക്കുന്നതിൽ കരാറുകാരൻ വീഴ്ച വരുത്തുകയും അപ്രകാരം തുടർ നടപടികൾ സ്വീകരിച്ചുവരുന്നുണ്ട്. തുടർച്ചയായി ഇക്കാര്യത്തിൽ കരാർ ലംഘനം നടത്തിവരുന്നതിനാൽ കരാറുകാരന്റെ ഭാഗം കേൾക്കുന്നതിനായി ടൂറിസം ജോയിന്റ് ഡയറക്ടറും ഡിറ്റിപിസി സെക്രട്ടറിയും മറ്റ് മൂന്ന് എക്സി.കമ്മറ്റിയംഗങ്ങളും ഉൾപ്പെടുന്ന ഒരു ഉപസമിതി 16/3/2018 ൽ ഒരു ഹിയറിംഗ് നടത്തുകയും 20/3/2018 വരെ സമയം നീട്ടി നൽകുകയും ചെയ്തിട്ടുണ്ട്. ഇതിലും വീഴ്ചവരുത്തുന്ന പക്ഷം കരാർ ടെർമിനേറ്റ് ചെയ്യുന്നതിനും തീരുമാനിച്ചിട്ടുണ്ട്.
(സി)	പ്രസ്തുത കരാറുകാരനെതിരെ എറണാകുളം ഡി.ടി.പി.സി. ഏതെങ്കിലും തരത്തിലുള്ള നടപടികൾ സ്വീകരിച്ചിട്ടുണ്ടോ; വിശദമാക്കുമോ;	(സി) & (ഡി)	ഉണ്ട്.04/12/2012 തീയതിയിൽ റദ്ദാക്കൽ നോട്ടീസ് നൽകുകയും തുടർന്ന് 21/12/2017 തീയതിയിൽ 2,23,020/- രൂപ അടച്ചതിനെ തുടർന്ന് നടപടി ഒഴിവാക്കുകയും ചെയ്തിട്ടുണ്ട്. 16/3/2018 -ൽ ഉപസമിതി മുൻപാകെ നോട്ടീസ് നൽകിയിട്ടുണ്ട്.
(ഡി)	ഇല്ലെങ്കിൽ എന്തുകൊണ്ടെന്ന് വ്യക്തമാക്കുമോ?		


 സെക്ഷൻ ഓഫീസർ

Bombay memo



കേരളം കേരल KERALA

Agreement No.

BG 248955

This agreement (here inafter referred to as the Agreement) is executed on this the 1st Day of July Two Thousand and Sixteen (01/07/2016) at Ernakulam.

Between

District Tourism Promotion Council(DTPC), Ernakulam an establishment under Department of Tourism having its office at Park Avenue Road, Cochin 682011 and represented by its Secretary(hereinafter referred to as First Party (DTPC) which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, substitutes, successors and assigns) of the First Party.

And

Sri. Robin Peter, Thekkanath House, Edathala P.O, Oorakkadu, Pookkattupady, Pin -683561, Aged — years (herein after referred to as Second Party (Licensed Operator) which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors and assigns) of the Second Party.

Secretary, DTPC and Sri. Robin Peter here in after as the context may admit or require be individually referred to as "the party" and collectively as the "Parties".

Secretary, DTPC, EKM

Sri. Robin Peter

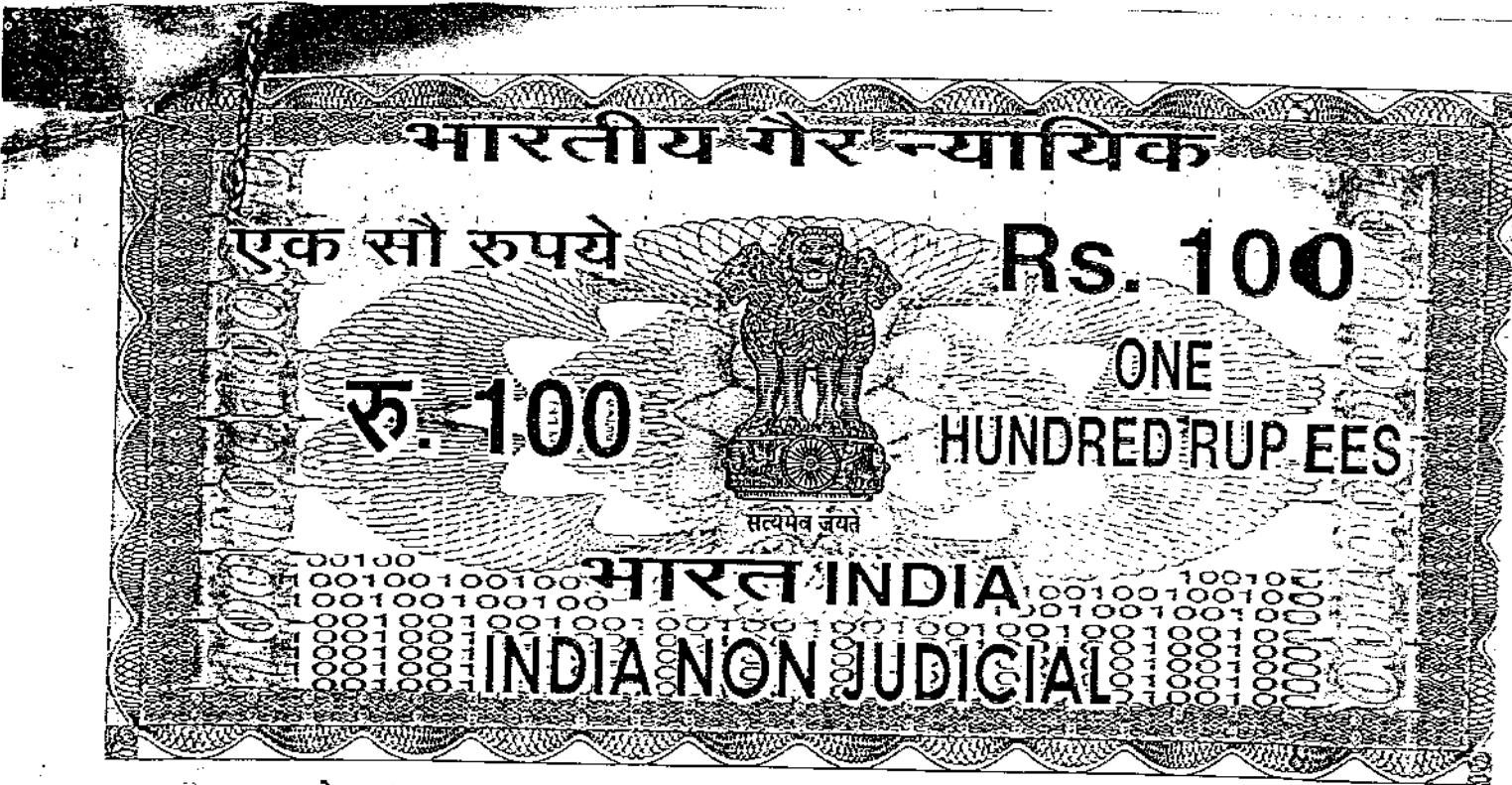
13566 29/6/2016
No. Date Rs. 100

Robin Peter, Thekkanath Hs

linked with No. from to Edathala po 683561

Amritha





കേരളം കേരള KERALA

BG 248956

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Whereas DTPC Ernakulam has invited competitive Tender /Auction Notice for granting the right for the licensed operation of Pay & Park at Cherai Beach Tourism Project Area 'on as is where is' condition vide Tender Notice No.1278/14/DTPC/EKM Dated 23/05/2016, which is form part of this agreement.

Whereas the Second Party has submitted their offer for the licensed operation of Cherai Beach pay & park for a period of three years at a monthly license fee for the 1st year Rs. 63,100/- (Sixty three thousand and one hundred only) Rs. 63,000/- (Rupees sixty three thousand only) for the Second Year and Rs.66,000/- (Rs.Sixty six thousand only) for the third year ,for Parking Area B, as per the tender form vide No.1278/14/DTPC/EKM dated,23/05/2016, which shall be form part of this agreement.

Secretary, DTPC, EKM

Robin Peter

13561
No. Date 29/6/2016 Rs. 100

Robin Peter Thekkomath etc

linked with No. from Eplathala po 613561

Resintha



Whereas the First Party has issued Work Order for the licensed operation vide Order No. 632/16/DTPC/EKM Dated 22/06/2016, which is form part of this agreement and the Second Party has accepted the same in the following rates.

Contract Period	Monthly License Fee Parking Area B	Monthly Cleaning charge	Total Amount Monthly
Fee for the First Year (01/07/2016 to 30/06/2017)	63,100/-	5000/-	68,100/- plus applicable service tax
Fee for the Second Year (01/07/2017 to 30/06/2018)	63,000/-	5000/-	68,000/- plus applicable service tax
Fee for the Third Year (01/07/2018 to 30/06/2019)	66,000/-	5000/-	71,000/- plus applicable service tax

Whereas the Second Party has remitted an amount of Rs.7,57,200/- (Rupees Seven lakh fifty seven thousand two hundred only) towards payment of Security deposit, by RTGS payment on 29/06/2016 to DTPC's account in Punjab National Bank, Durbar Hall Road, Ernakulam, and which is receipted vide No.2369, dated, 29/06/2016.

And Whereas It is necessary to enter in to an agreement for the fulfillment of the right, duties and responsibilities of each party executed according to the conditions of the Tender Notice and Work Order vide No.632/16/DTPC/EKM Dated 22/06/2016, as referred above.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN AFTER CONTAINED THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSTH AS UNDER:

1. The date of commencement of the licensed operation by the Second Party shall be w.e.f 01/7/2016 and the period of licensed operation shall be two years ie from 01/7/2016 to 30/06/2019.
2. The Second Party shall pay the Advance monthly License Fee after signing the agreement for the licensed operation on or before 10th of every month, by cash or DD in favor of Secretary, DTPC, Ernakulam without fail.

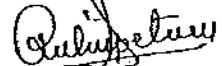

Secretary, DTPC, EKM


Robin Peter

3. The First Party reserves the right to collect the penal interest @18% per annum along with a fixed monthly charge of Rs.500/-towards the delayed payment notice & processing charge from the Second Party, in case of delayed payment of license fee.
4. The Second Party shall be liable to abide by all the conditions (Sl. No. 1 to 15) as stipulated in the Tender Notice vide No.1278/14/DTPC/EKM Dated 23/05/2016 and also the Work Order vide No. 632/16/DTPC/EKM Dated 22/06/2016.
5. The security deposit of Rs.7,57,200/- (Seven lakhs Fifty thousand and two hundred only) (12 months license fees) made by the Second Party to the First Party shall be returned to the Second Party, without any interest only after the satisfactory compliance of the terms and conditions of the Licensed Operation of the Cherai Beach Pay & Park and upon expiry of the Licensed operation or termination or subject to the final decision by the District Collector and Chairman DTPC, only after deducting any loss, damages, compensation, sustained etc. to the First Party, from the part of actions by Second Party.
6. The Second Party will have the right to submit representation for revision of parking fees charges etc., before the First Party and the decision taken by the First Party shall be binding and final. The approved rate at present shall be the following rates.

Two Wheeler	Rs. -5/- for 5 hours.
Auto	Rs.10/- for 5 hours
Car	Rs.15/- for 5 hours
Tempo Traveller/Mini Bus	- Rs.40/-for 5 hours
Bus	-Rs.60/- for 5 hours.
7. The Second Party shall not undertake or execute any modernization work at the premises without the written permission from the First Party.
8. The Second Party shall be liable to comply all statutory rules and regulations in force with respect to the smooth functioning of the project.
9. In case of violation of all or any of the above clauses shall be treated as breach of the license agreement by the Second party and in such case First Party will have the liberty to take any legal action as well as termination of the license agreement by giving 15 days notice time, at the risk and cost of the Second Party.
10. The First Party reserves the right to forfeit the loss, compensation etc from the security deposit by the Second Party, in case of any loss, damages, and compensation etc sustained to the First Party, on account of the event either intentional or unintentional from the part of the Second Party.
11. The right for the licensed operation is not transferable without the prior written consent of the First Party.
12. The second party will have to arrange necessary security services for the safety and security of movable and immovable properties, the lamps etc.at the project.

Secretary, DTPC, EKM


Robin Peter

13. The tickets for the collection of fees should be printed at the cost of Second Party in the form approved by the First Party and the same shall be in a consecutive serial number starting from 1 and the same has to be get it sealed from the First Party.
14. The Second party shall do necessary arrangements to make premises clean and hygienic always.
15. All permissions and licenses as statutory if any required for carrying out the licensed Operation should be arranged by the Second Party by himself at his risk.
16. Any violation of the above conditions will attract cancellation of the Licensed Operation without prior notice and loss if any sustained to the First Party, on such subsequent arrangements for the fulfillment of the operation shall be recovered from the Second Party as in the case of tax arrears.
17. The First Party has the power to terminate or cancel the Agreement without assigning any reason after giving 15 days' notice time.
18. The Second Party is liable to abide by all the instructions issued by DTPC from time to time for safeguarding the interest subject to the transparent operation and management of the Parking area, as per this agreement.
19. The First Party reserves the right to amend, modify and append any clause which may deem appropriate for ensuring effective management and operation of the Recreation Pond and Pedal Boating Service.
20. This agreement together with the Annexure here to, with any instruments to be executed and delivered in pursuant to this agreement constitutes and entire agreement between the parties and supersede all prior understandings, undertakings and writings/correspondence.
21. In case of any disputes arises, the decision taken by the District Collector, Ernakulam shall be final and abiding for both the parties. In case of legal issues, jurisdiction shall be in the courts of Ernakulam.
22. The second party shall pay a maximum of Rs.5000/- as the cleaning charges to the First party in connection with the cleaning programme at the project.
23. If the second party makes license fee dues more than three consecutive months, the license agreement with the first party will be automatically terminated.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE SEALS AND HANDS TO THIS AGREEMENT THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed sealed and delivered by

For and on behalf of
District Tourism Promotion Council
SECRETARY

Place: Ernakulam

In the presence of witnesses

1)

2)

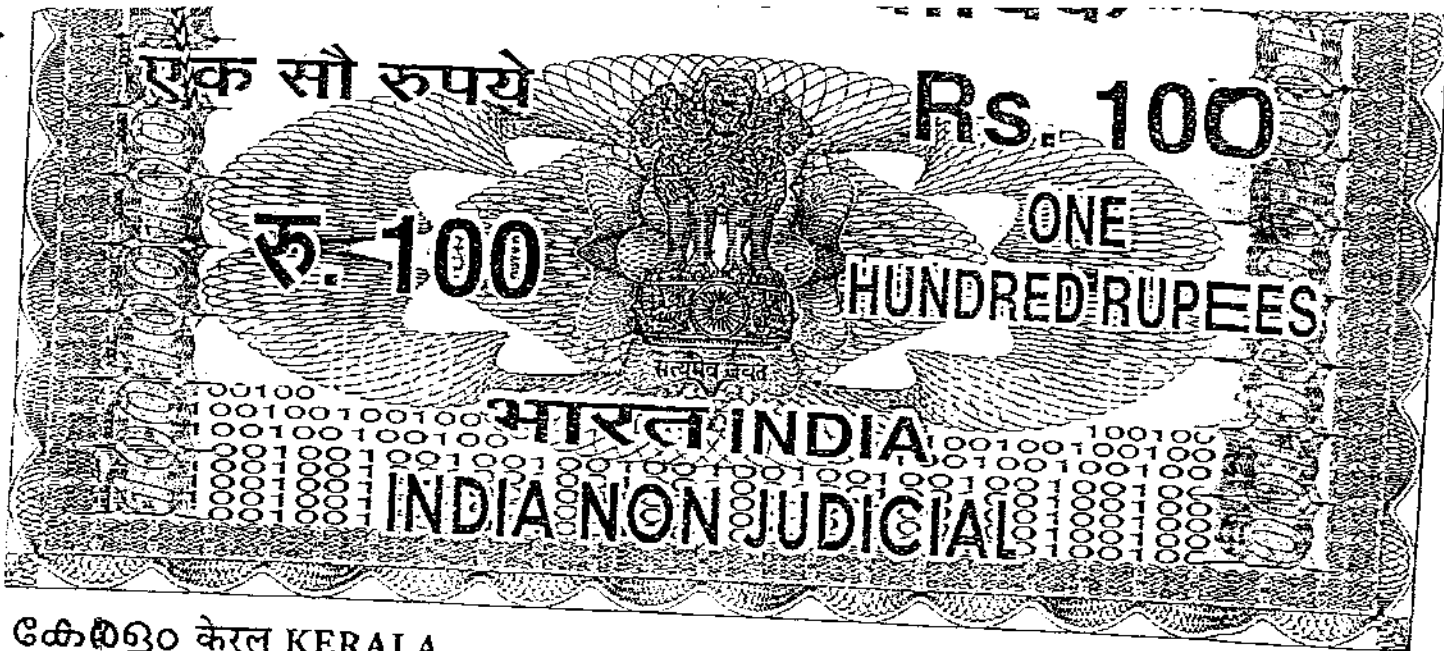
Signed sealed and delivered by


Robin Peter

In the presence of witnesses

1)

2)



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BK 414641

On the expiry of license after three years, or in the event of the cancellation of the license if not renewed every year, the licensee shall surrender the property intact to DTPC. This condition is numbered as 24. And in the agreement condition No.25, it is here by appended that " DTPC shall take Revenue Recovery proceedings against the licensed operator if he/she failed to pay the monthly license fee dues in case the security deposit made by the licensed operator is not sufficient".

Secretary, DTPC, EKM

Robin Peter

Thekknath House

Edathala P O

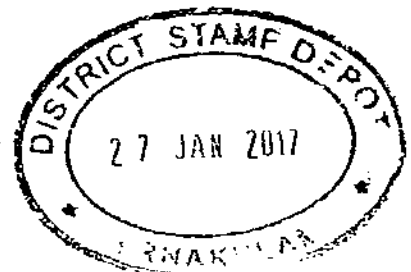
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No. 35428

Date 3-9-2017

JISSY SEBASTIAN
CJM Court Vendor, EKM

Robin Peter
Thekknath House, Edathala
Putheerathu paddy



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