

## ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

ಚುಕ್ಕೆ ಗುರುತಿನ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 1082  
 ಮಾನ್ಯ ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ಎಸ್.ಎಲ್.ಭೋಜೇಗೌಡ (ಶಿಕ್ಷಕರ ಕ್ಷೇತ್ರ)  
 ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ : 25-07-2024  
 ಉತ್ತರಿಸುವ ಸಚಿವರು : ಕಾನೂನು, ನ್ಯಾಯ, ಮಾನವ ಹಕ್ಕುಗಳು,  
 ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು ಶಾಸನ  
 ರಚನೆ ಹಾಗೂ ಪ್ರವಾಸೋದ್ಯಮ ಸಚಿವರು

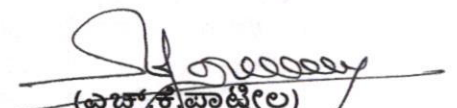
\*\*\*\*\*

ಕ್ರಮ ಸಂಖ್ಯೆ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
	ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ಕಳಸ ವ್ಯಾಪ್ತಿಯ ಭದ್ರಾನದಿ ಪ್ರದೇಶದಲ್ಲಿ ಜಲ ಸಾಹಸ ಕ್ರೀಡೆ/ರಾಫ್ಟಿಂಗ್ ನಡೆಸಲು ಯಾವ ಸಂಸ್ಥೆಗೆ ಅನುಮತಿ ನೀಡಲಾಗಿದೆ; ಗುತ್ತಿಗೆ ಅವಧಿ ಎಷ್ಟು; ಒಡಂಬಡಿಕೆ ಹಾಗೂ ಶುಲ್ಕ ಪಾವತಿ ವಿವರ ನೀಡುವುದು)	ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ಕಳಸ ವ್ಯಾಪ್ತಿಯ ಭದ್ರಾನದಿ ಪ್ರದೇಶದಲ್ಲಿ ಜಲಸಾಹಸ ಕ್ರೀಡೆ/ರಾಫ್ಟಿಂಗ್ ನಡೆಸಲು ಮೆ   ಏಸ್ ಪೆಡ್ಲರ್ಸ್ ಸಂಸ್ಥೆಗೆ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಹಾಗೂ ಅಧ್ಯಕ್ಷರು, ಜಿಲ್ಲಾ ಪ್ರವಾಸೋದ್ಯಮ ಅಭಿವೃದ್ಧಿ ಸಮಿತಿ, ಚಿಕ್ಕಮಗಳೂರುರವರು ಅನುಮತಿ ನೀಡಿರುತ್ತಾರೆ. ಕಾರ್ಯದೇಶದ ಅವಧಿಯು 3 ವರ್ಷಗಳಾಗಿದ್ದು, ಒಡಂಬಡಿಕೆ ಹಾಗೂ ಶುಲ್ಕ ಪಾವತಿಗೆ ಸಂಬಂಧಿಸಿದ ಪ್ರತಿಯನ್ನು <b>ಅನುಬಂಧ-1</b> ರಲ್ಲಿ ಲಗತ್ತಿಸಲಾಗಿದೆ.
ಆ)	ಅನುಮತಿ ಪಡೆಯದೆ ಸಂಸ್ಥೆಯ ವಿರುದ್ಧ ದೂರುಗಳು ಸ್ವೀಕೃತ ಆಗಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಈ ಬಗ್ಗೆ ಯಾವ ಕ್ರಮ ತೆಗೆದುಕೊಳ್ಳಲಾಗಿದೆ;	ಅನುಮತಿ ಪಡೆಯದೆ ಸಂಸ್ಥೆಯ ವಿರುದ್ಧ ಯಾವುದೇ ದೂರುಗಳು ಸ್ವೀಕೃತವಾಗಿರುವುದಿಲ್ಲ.
ಇ)	ಸದರಿ ಚಟುವಟಿಕೆಯಿಂದ ಪ್ರವಾಸಿಗರಿಗೆ ಜೀವ ರಕ್ಷಣೆಯ ಅಪಾಯದಲ್ಲಿ ಕಂಪನಿಯ ಸುರಕ್ಷತೆ ಆದ್ಯತೆ ನೀಡದೆ, ಸದರಿ ಚಟುವಟಿಕೆಯನ್ನು ಅನರ್ಹ ಮತ್ತು ತರಬೇತಿ ಪಡೆಯದೇ ಗೈಡ್‌ಗಳಿಂದ ಚಟುವಟಿಕೆ ನಡೆಸುತ್ತಿದ್ದು, ಇದರಿಂದ ಸಾರ್ವಜನಿಕ ಹಾಗೂ ಪ್ರವಾಸಿಗರ ಜೀವಕ್ಕೆ ಆತಂಕ ಎದುರಾಗಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಸದರಿ ಸ್ಥಳಕ್ಕೆ ಭೇಟಿ ನೀಡಿ ಪರಿಶೀಲಿಸಲಾಗಿದೆಯೇ; (ಪೂರ್ಣ ವರದಿ ನೀಡುವುದು)	ಬಂದಿದೆ. ಮುಂದುವರೆದು, ಮೆ   ಏಸ್ ಪೆಡ್ಲರ್ಸ್ ಸಂಸ್ಥೆಯೊಂದಿಗೆ ಮಾಡಿಕೊಳ್ಳಲಾದ ಕರಾರಿನಲ್ಲಿ ಪ್ರವಾಸಿಗರ ಸುರಕ್ಷತೆ ಬಗ್ಗೆ ತರಬೇತಿ ಹೊಂದಿದ ಗೈಡ್‌ಗಳಿಂದ ಚಟುವಟಿಕೆ ನಡೆಸುವ ಬಗ್ಗೆ ಅಗತ್ಯ ಕ್ರಮ ವಹಿಸಲು ಷರತ್ತುಗಳನ್ನು ವಿಧಿಸಲಾಗಿದೆ. ತರಬೇತಿ ಪಡೆದ ಗೈಡ್‌ಗಳಿಂದ ಚಟುವಟಿಕೆ ನಡೆಸುತ್ತಿದ್ದು, ಅದಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸಲ್ಲಿಸಿರುವ ತರಬೇತಿ ಪ್ರಮಾಣ ಪತ್ರಗಳ ಪ್ರತಿಗಳನ್ನು <b>ಅನುಬಂಧ-2</b> ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ. ಮುಂದುವರೆದು, ಜಿಲ್ಲಾಧಿಕಾರಿ, ಚಿಕ್ಕಮಗಳೂರುರವರಿಂದ ವರದಿಯನ್ನು ಕೋರಲಾಗಿದ್ದು, ವರದಿಯನ್ನು ನಿರೀಕ್ಷಿಸಲಾಗಿದೆ.
ಈ)	ಇತ್ತೀಚೆಗೆ ಪ್ರವಾಸಿ ತಾಣಗಳಿಗೆ ಭೇಟಿ ನೀಡುವ ಪ್ರವಾಸಿಗರಿಗೆ ಸ್ಥಳೀಯ ಜೀಪ್ ಮಾಲೀಕರಿಂದ ತೊಂದರೆಗಳಾಗುತ್ತಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಬಂದಿದ್ದಲ್ಲಿ, ಪ್ರವಾಸಿಗರ ರಕ್ಷಣೆ ಯಾರ ಹೊಣೆ; ಸ್ಥಳೀಯ ಮಾಲೀಕರಿಗೆ ಅವಾಜ್/ದೌರ್ಜನ್ಯ ಎಸಗದಂತೆ ಸರ್ಕಾರದ ವತಿಯಿಂದ ಕೈಗೊಳ್ಳುವ ಕ್ರಮಗಳೇನು?	ಜಿಲ್ಲೆಯ ಪ್ರವಾಸಿ ತಾಣಗಳಿಗೆ ಭೇಟಿ ನೀಡುವ ಪ್ರವಾಸಿಗರಿಗೆ ಸ್ಥಳೀಯ ಜೀಪ್ ಮಾಲೀಕರಿಂದ ಪ್ರವಾಸಿಗರಿಗೆ ತೊಂದರೆ ಉಂಟಾಗಿರುವ ಬಗ್ಗೆ ಯಾವುದೇ ದೂರು ಸ್ವೀಕೃತವಾಗಿರುವುದಿಲ್ಲ. ಆದಾಗ್ಯೂ, ಜಿಲ್ಲೆಯ ಪ್ರಮುಖ ಪ್ರವಾಸಿ ತಾಣಗಳಿಗೆ ಭೇಟಿ ನೀಡುವ ಪ್ರವಾಸಿಗರ ರಕ್ಷಣೆಯ ದೃಷ್ಟಿಯಿಂದ ಜಿಲ್ಲೆಯ ಪ್ರಮುಖ ಪ್ರವಾಸಿ ತಾಣಗಳ ಬಳಿ ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಲು ತರಬೇತಿ ನೀಡಿದ ಪ್ರವಾಸಿ ಮಿತ್ರರನ್ನು ನಿಯೋಜಿಸಲಾಗಿದೆ. ಕರ್ತವ್ಯಕ್ಕೆ ನಿಯೋಜಿಸಲಾದ ಪ್ರವಾಸಿ ಮಿತ್ರರ ವಿವರಗಳನ್ನು <b>ಅನುಬಂಧ-3</b> ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ.



ಕ್ರಮ ಸಂಖ್ಯೆ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಉ)	ಹಲವು ಪ್ರವಾಸಿ ತಾಣಗಳಲ್ಲಿ ಸ್ಥಳೀಯ ಜೀಪ್ ಮಾಲೀಕರಿಂದ ಪ್ರವಾಸಿಗರ ಸ್ವಂತ ವಾಹನಗಳಿಗೆ ತೊಂದರೆ ಉಂಟಾಗುತ್ತಿದ್ದು, ಇದರಿಂದ ಸ್ಥಳೀಯ ಮಟ್ಟದಲ್ಲಿ ಸರ್ಕಾರವು ಕೈಗೊಳ್ಳುವ ಕ್ರಮಗಳೇನು;	ಚಿಕ್ಕಮಗಳೂರು ತಾಲ್ಲೂಕಿನ ಮುಳ್ಳಯ್ಯನಗಿರಿ ಪ್ರವಾಸಿ ತಾಣದಲ್ಲಿ ಪ್ರವಾಸಿಗರ ಮೇಲೆ ಸ್ಥಳೀಯ ಜೀಪ್ ಚಾಲಕರಿಂದ ತೊಂದರೆ ಉಂಟಾಗಿರುವ ಬಗ್ಗೆ ಮಾಹಿತಿ ಸ್ವೀಕೃತವಾಗಿರುವುದಿಲ್ಲ.
ಊ)	ಇತ್ತೀಚೆಗೆ ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ಮುಳ್ಳಯ್ಯನಗಿರಿಯಲ್ಲಿ ಪ್ರವಾಸಿಗರ ಮೇಲೆ ಸ್ಥಳೀಯ ಜೀಪ್ ಚಾಲಕರಿಂದ ತೊಂದರೆ ಉಂಟಾಗಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಬಂದಿದ್ದಲ್ಲಿ, ಈ ಬಗ್ಗೆ ಸರ್ಕಾರ ಕೈಗೊಂಡ ಕ್ರಮಗಳೇನು;	
ಋ)	ಜೂನ್ ತಿಂಗಳಿನಿಂದ ಡಿಸೆಂಬರ್ ವರೆಗೂ ಹಲವು ಪ್ರವಾಸಿ ತಾಣಗಳಿಗೆ ಪ್ರವಾಸಿಗರು ಭೇಟಿ ನೀಡುತ್ತಿದ್ದು, ಬರುವಂತಹ ಪ್ರವಾಸಿಗರಿಗೆ ಸೂಕ್ತ ರೀತಿಯಲ್ಲಿ ಪಾರ್ಕಿಂಗ್ ವ್ಯವಸ್ಥೆ ಆಗದೆ ಪರದಾಡುತ್ತಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಹಾಗಿದ್ದಲ್ಲಿ, ಈ ಸಂಬಂಧ ಸರ್ಕಾರದ ಕ್ರಮಗಳೇನು?	<p>ಚಿಕ್ಕಮಗಳೂರು ತಾಲ್ಲೂಕಿನ ಚಂದ್ರದ್ರೋಣ ಪರ್ವತ ಶ್ರೇಣಿಯ ಪ್ರವಾಸಿ ತಾಣಗಳಲ್ಲಿ ಪ್ರವಾಸಿಗರ ವಾಹನ ದಟ್ಟಣೆಯಿಂದ ಸ್ಥಳೀಯರಿಗೆ ಹಾಗೂ ಪ್ರವಾಸಿಗರಿಗೆ ತೊಂದರೆ ಉಂಟಾಗುತ್ತಿರುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ದಿನಾಂಕ: 20.06.2024ರಂದು ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಮುಖ್ಯ ಕಾರ್ಯ ನಿರ್ವಹಣಾಧಿಕಾರಿಗಳು, ಜಿಲ್ಲಾ ಪಂಚಾಯತ್, ಜಿಲ್ಲಾ ಪೊಲೀಸ್ ವರಿಷ್ಠಾಧಿಕಾರಿಗಳು, ಸಹಾಯಕ ನಿರ್ದೇಶಕರು, ಪ್ರವಾಸೋದ್ಯಮ ಇಲಾಖೆ, ಚಿಕ್ಕಮಗಳೂರುರವರು ಜಂಟಿ ಸ್ಥಳ ಪರಿಶೀಲನೆ ನಡೆಸಿದ ಸಂದರ್ಭದಲ್ಲಿ ತೀರ್ಮಾನಿಸಿದಂತೆ, ಪ್ರಸ್ತುತ ಕೈಮರದಲ್ಲಿರುವ ಚೆಕ್ ಪೋಸ್ಟ್ ಅನ್ನು ಕೈಮರ ಸಮೀಪದ ಎನ್.ಎಂ.ಡಿ.ಸಿ ಗ್ರಾಮದ ಬಳಿ ಇರುವ ಆದಿಚಂಚನಗಿರಿ ಮರಕ್ಕೆ ಸೇರಿದ ಜಾಗವು ಸೇರಿದಂತೆ ಜಾವಾ ರೈನ್ ಕ್ರಾಸ್ ಬಳಿ ಚೆಕ್ ಪೋಸ್ಟ್ ನಿರ್ಮಾಣ ಮಾಡುವ ಕಾರ್ಯವನ್ನು ಈಗಾಗಲೇ ನಿರ್ಮಿತಿ ಕೇಂದ್ರ, ಚಿಕ್ಕಮಗಳೂರುರವರ ಮೂಲಕ ಜಿಲ್ಲಾ ಮಟ್ಟದಲ್ಲಿ ಕೈಗೊಂಡಿದ್ದು, ಕಾಮಗಾರಿಗಳು ಪ್ರಗತಿಯಲ್ಲಿವೆ.</p> <p>ಈ ಸಂಬಂಧ ದಿನಾಂಕ:10.07.2024ರಂದು ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಹಾಗೂ ಅಧ್ಯಕ್ಷರು, ಜಿಲ್ಲಾ ಪ್ರವಾಸೋದ್ಯಮ ಅಭಿವೃದ್ಧಿ ಸಮಿತಿ ರವರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ನಡೆದ ಸಭೆಯಲ್ಲಿ ಸದರಿ ಚೆಕ್ ಪೋಸ್ಟ್ ಅನ್ನು ಖಾಸಗಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ ಡಿಜಿಟಲೀಕರಣಗೊಳಿಸುವ ನಿಟ್ಟಿನಲ್ಲಿ ಜಿಲ್ಲಾಮಟ್ಟದಿಂದ ಟೆಂಡರ್ ಆಹ್ವಾನಿಸಲು ಕ್ರಮವಹಿಸಿರುತ್ತಾರೆ. ಇದಲ್ಲದೆ, ಫೆಡರಲ್ ಬ್ಯಾಂಕ್, ಚಿಕ್ಕಮಗಳೂರು ರವರ ಸಹಯೋಗದೊಂದಿಗೆ ಗಿರಿ ಪ್ರದೇಶಕ್ಕೆ ಭೇಟಿ ನೀಡುವ ಪ್ರವಾಸಿಗರಿಗೆ e-Pass ಮುಖೇನ ಸ್ಥಳ ಕಾಯ್ದಿರಿಸಲು ವೆಬ್ ಪೇಜ್ ಅನ್ನು ಸಹ ನಿರ್ಮಾಣ ಮಾಡುವ ಕಾರ್ಯ ಪ್ರಗತಿಯಲ್ಲಿದೆ.</p>

ಸಂಖ್ಯೆ: TOR 202 TDV 2024

  
(ಎಚ್.ಕೆ.ಪಾಟೀಲ)

ಕಾನೂನು, ನ್ಯಾಯ, ಮಾನವ ಹಕ್ಕುಗಳು,  
ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು ಶಾಸನ ರಚನೆ  
ಹಾಗೂ ಪ್ರವಾಸೋದ್ಯಮ ಸಚಿವರು.





सत्यमेव जयते

322009-1  
INDIA NON JUDICIAL

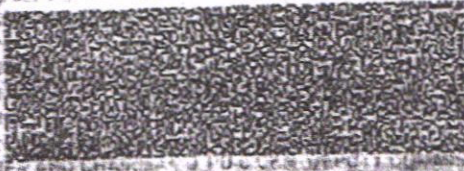
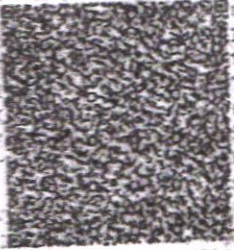
Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA14832445818631Q  
 Certificate Issued Date : 01-Aug-2018 10:31 AM  
 Account Reference : NONACC (FI) kacardb08/ CHIKKMAGALUR/ KA-CG  
 Unique Doc. Reference : SUBIN-KAKACARDB0869972959107085Q  
 Purchased by : ACE PADDLERS SOWMYA H S BANGALORE  
 Description of Document : Article 12 Bond  
 Description : AGREEMENT MoU  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : DEPUTY COMMISSIONER AND CHAIRMAN D.T.D.C.CKM  
 Second Party : ACE PADDLERS SOWMYA H S BANGALORE  
 Stamp Duty Paid By : ACE PADDLERS SOWMYA H S BANGALORE  
 Stamp Duty Amount (Rs.) : 200  
 (Two Hundred only)

सत्यमेव जयते



**MEMORANDUM OF UNDERSTANDING / AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED BY AND BETWEEN ON THIS  
 1<sup>st</sup> AUGUST OF 2018 AT CHIKKAMAGALURU  
 DISTRICT TOURISM DEVELOPMENT COUNCIL, HEAD BY The Deputy Commissioner and  
 Chairman, DTDC, Chikkamagaluru District, Chikkamagaluru. Including his successors and assignees etc.  
 hereinafter mentioned as "First Party"

AND

Acc Paddlers Pvt Ltd, No 246, Radiant Enclave, Sun City Road, Kengeri Satellite Town, Bangalore-  
 560060 represented by its Director, Smt Sowmya. H.S including her successors and assignees etc.

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at [www.ekstamps.com](http://www.ekstamps.com). Any discrepancy in the details on the Certificate will be  
 available on the website should be intimated.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

*Handwritten signature*



herein after mentioned as " Second Party"

WHEREAS the District Tourism Development Council( First Party) agrees to give permission to run white water rafting activities in river Bhadra between the stretch of Balehole to Kalasa Police station limits for a period of 3 years W.E.F 3<sup>rd</sup> August 2018 this agreement is valid upto 3 years and ends on 2<sup>nd</sup> August 2021.

1. The Second Party M/s Ace Paddlers will run the above said activities in this stretch of River Bhadra with complete International Safety Standards and Practice, equipments and take services of certified Instructors for the activities. For which they have submitted the details of instructors in their proposal. In case there is change of instructors that has to be submitted to Member Secretary, DTDC, Chikkamagaluru in writing or email.
2. The Second Party shall use their own equipments with all international standards and practices as specified in technical bid for the activities with all the precautionary steps.
3. The Second Party shall renew the license on every subsequent term of one year by paying the prescribed amount as applicable by mutual consent and payable as per the payment schedule payable at every quarter.
4. All liabilities arising out of accidents, claims, compensation etc shall be the sole responsibility of the Second Party, i.e M/s Ace Paddlers.
5. The District Tourism Development Council is giving the right to use of river for the aqua adventure tourism activities only. They shall not take out or use the water for any purpose other than defined in the MoU/Agreement(except for toilet and bathing facilities for tourists).
6. The Second Party i.e M/s Ace Paddlers shall not have any rights over any moveable or immovable property of the government.
7. In case of any illegal activities or any acts that violates any existing law of the land which shall attract the cancellation of the MoU/Agreement without further intimation, for which the DTDC shall have all the rights.
8. The bid amount to be paid irrespective of the business generated. DTDC is not responsible for any loss due to non-arrival of tourists, shortfall of water flow and any other relevant reasons.
9. The Deputy Commissioner, Chikkamagaluru or his subordinates will have rights to inspect the Rafting and allied activities from time to time.
10. The SECOND PARTY shall provide rafting facility to the departmental officials and official guests to whom Deputy Commissioner and DTDC recommends with no costs as part of inspection and patrolling the river.
11. The SECOND PARTY should provide participant's information from time to time when ever officials ask for the details
12. The deputy commissioner Chikkamagaluru shall reserve the right of addition or deletion of any conditions from time to time during the period of agreement
13. In case of any disputes on any part between the parties to this agreement, The Deputy commissioner, whose decision shall be final and binding on both the parties.
14. The first party has the liberty to withdraw the agreement at any time without any notice in case of breach of conditions. However the period of validity of this agreement is till 2<sup>nd</sup> august 2021 to be renewed every year if the operation of the second party i.e., Ace Paddlers are found satisfactory.
15. Risk involved in rafting activity should be prominently mentioned in waiver of liability/disclaimer forms in vernacular as well as in English Language and with appropriate signage's.
16. SECOND PARTY must take all precautions to avoid accidents during rafting and in case of any mishaps the operator shall be totally responsible for the same and will take care of needful treatments and settle all the claims. Department will not be a party to any such cases.





- SECOND PARTY should not permit any tourists to take the Rafts independently. Tourist should be taken for rafting activities by the trained persons only. The operator shall also keep at least one rescue boat/kayak ready at all times, with trained persons for rescue operations in case of any accidents take place.
19. SECOND PARTY or his authorized agent should take all precautions and care, not to disturb bird or any other wildlife population seen in and around the Bhadra River while taking tourists in the raft.
20. SECOND PARTY is not entitled to entertain commercial film shooting and extending such facilities without the permission of the of the appropriate authority.
21. The claims of the SECOND PARTY due to financial or any other adjustments on account of loss, decrease in tourists, raft break down, drought, down level of water will not be entertained.
22. SECOND PARTY shall always be bound by the directions and instructions, that might be issued by the First party from time to time and shall be binding
23. Violation of any of the above mentioned conditions the first party shall have all the powers to take needful actions such as imposing fine, ordering temporary closure of operation, suspending right of running the rafts, terminating contract, and /or confiscating partly/completely the equipments depending upon the nature of the violation.
24. That in case of SECOND PARTY opts on his own accord, to discontinue the services at any time, the agency shall not be eligible for refund of security deposit paid in full or part or any other concessions or whatsoever, in this regards, for any reasons whatsoever.
25. The department shall reserve the right to addition or deletion or modification of any of the conditions stipulated in this agreement from time to time depending upon the requirement and emerging situations and that shall be binding.
26. This agreement will be made in 2 originals and one will be with each party.

#### Raft Operator Qualifications:

26. The River Guide personnel must hold valid certification of competency from NIWS or a national governing body recognized by the MOT/any state Govt/GOI/Union territory.
27. He must also hold a Life Saving Technique (LST) certification from NIWS or Water safety and rescue certification or an equivalent certification from reputed national governing Body
28. They must complete two familiarization runs under supervision before the commencement of each season and before undertaking commercial runs.
29. Minimum age for guides is 18 years.

#### Equipment and Accessories:

30. SECOND PARTY should have all inflatable boats(2 seater to 10 seater as applicable based on river levels, which are upto International Standards and practice.
31. SECOND PARTY should keep at least one Boat/Kayak as spare on the water during operation.
32. All trips must carry a well-equipped First Aid kit (containing triangular bandages, sterile pads, gauge roller bandages, pressure bandages, First Aid adhesive tape, splints, scissors)
33. All rafts must have a safety line going all around the raft. Besides, a bow-line and a stern line are also preferred.
34. A raft must have a throw bag
35. A flip line is recommended for all big drops.
36. Appropriate shoes/sandals/boots are a must for rafting.
37. Suitable Clothing are recommended for River Rafting activities. In their absence, light woolen/synthetic cloths are suggested but cotton is to be strictly avoided.

#### Operating Instructions:

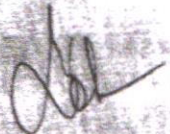
38. All rafters/kayakers including guides must strictly wear a life jacket at all times while in the water. The life jackets must have adequate buoyancy (minimum of 6.14 kg. but preferably 9 to 10 Kg.) must meet the specification of US coast guard type III or V. Inflatable and the "keyhole" type jackets are not recommended.



9. Guides must ensure that the life jackets are worn "snugly" before the trip starts.
10. Helmets are preferred for rafters irrespective of whether the rafting takes place through rapids or under normal flow. It should also be properly strapped.
11. Guides/ Expedition leader must ensure that a thorough safety briefing, covering all pertinent details for a particular trip, is given before each trip. The trip leader must ensure that guests are in suitable attire (bulky cloths, sarees, turbans, neck ties, long skirts and three piece suits are to be totally avoided).
12. People suffering from any serious ailments, weak heart conditions, and epilepsy and expectant mothers should not be allowed on raft if they are found unfit.
13. Non-swimmers should not be allowed to body-surf.
14. Trip must be timed in such a manner to finish it at least an hour before sunset.
15. Anybody consumed alcohol (in any form or quantity) or illicit drugs at least six hours prior to the expedition must not be allowed to get on the raft.
16. The river and its premises must be kept clean.
17. Nothing should be done to offend the local people or to harm the flora and fauna of the area.
18. It is preferred for all outfitters and guides to maintain a log book. It should contain the details of the trip viz. number of boards/ passengers, river map, river geography- including gradient, rapids and its height/elevation, water level, velocity- gadgets on board, accident or untoward incidents or injuries etc. The outfitter and guide log books must be signed by the senior guide/ Expedition leader after every expedition.
19. SECOND PARTY shall insure all rafting operations including the passengers who participate in the activity.
20. SECOND PARTY should provide tourist / Customer Amenities such as Dress Changing Room, Wash Room and Cloak Room Facilities at the location closer to Venue.
21. SECOND PARTY should not operate the rafting when the water flow in the river reached danger mark.
22. In the event of dispute, the dispute would be subjected to the jurisdiction of the court in Chikkamagaluru only.

**Others:**

23. SECOND PARTY has to display a signage/ board showing the time schedule, tariff, routes earmarked, time stipulated etc. for information of the tourists, and adhere to the same. The crafts should be taken on the stipulated routes, to the convenience of the tourists, within the specified time, without any complaints or whatsoever. The display contents shall be approved by the DTDC Chikkamagaluru District.
24. SECOND PARTY shall always be bound by the directions and instructions that might be issued by the first party from time to time and these shall be binding on him.
25. On violation of any of the above mentioned conditions by the SECOND PARTY, the Deputy Commissioner, shall have all the powers to take needful actions such as imposing Fine, ordering temporary closure of operation, suspending right of running the rafting activities, terminating contract, and confiscating part/complete depending upon the nature of the Violation.
26. The first party or their authorized representatives will have the right to inspect and review the rafting activity from time to time and impose fines and take action as per the agreement.
27. SECOND PARTY shall ensure proper documentation regarding the number of tourists, number of guides, names of guides, etc., in a prescribed proforma, and submit the same to the first party or to his subordinate when asked.
28. SECOND PARTY shall pay all statutory taxes like the GST etc., as applicable regularly. For non-payment of the taxes, the Deputy Commissioner will not be responsible.
29. SECOND PARTY bringing authorized tourists for rafting should enter and exit at authorized rafting/kayaking section with due supervision of the staff of the Agency/Service Provider. First party has the right to amend the stretch of rafting/kayaking at his discretion. Also first party reserves the right to include or exclude any other points for activities based on the recommendation of technical experts from time to time.
30. The First party shall reserve the right of addition or deletion or modification of any of the conditions stipulated in this agreement from time to time depending upon the Requirement and emerging situation and that shall be binding on the Agency/Service Provider.
31. In the case of any dispute arising between the SECOND PARTY and the FIRST PARTY, such a matter shall be referred to the notice of the Deputy Commissioner, Chikkamagaluru, for arbitration and his





... shall be final and binding on the Agency/Service Provider. The Deputy Commissioner may at his discretion delegate in writing to any of his subordinate any of his power regarding the agreement. In addition to above the SECOND PARTY shall abide by the following applicable Act and Rules

- i. The Payment of Wages Act, 1936
- ii. The Workmen Compensation Act, 1923
- iii. The Contract Labour (Regulation and Abolition) Act, 1970
- iv. The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- v. The Child Labour (Prohibition and Regulation) Act, 1986
- vi. The Minimum Wages Act, 1948
- vii. Other relevant Acts and Rules.

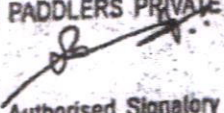
3. The second party shall ensure that its Officials/ Guides/ Experts/Operators and Guests / Customers do not violate any of the conditions of the Karnataka Forest Act, 1963, Karnataka Forest Rules, 1969, the Forest (Conservation) Act, 1980 and the Wildlife (Protection) Act 1972, or any other law (including the orders/ guidelines) in force. In case of any violation, apart from the customer concerned, the Agency/Service Provider also will be held responsible.

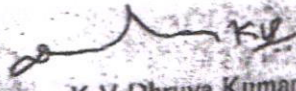
4. The second party has agreed to pay an amount of 12,60,000 (Rupees twelve lakhs sixty Thousands only) Towards permission/License fee for a period of one year starting from 3<sup>rd</sup> August 2018 to 2<sup>nd</sup> August, 2019 ( Called rafting year) The above said amount is to be paid in four equal installments as mentioned below:-

a. First installment before 30 <sup>th</sup> October 2018:-	3,15,000/-
b. Second installment before 30 <sup>th</sup> January 2019:-	3,15,000/-
c. Third installment before 30 <sup>th</sup> April 2019:-	3,15,000/-
d. Fourth installment before 30 <sup>th</sup> July 2019:-	3,15,000/-

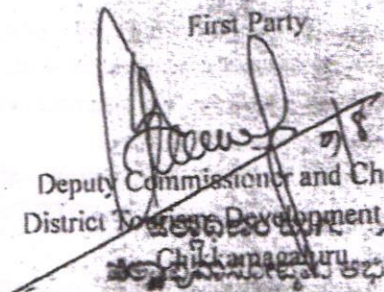
IN WITNESS WHEREOF, BOTH the parties have put their respective signatures to this Memorandum of Understanding on the 1<sup>st</sup> of August 2018 and place first above mentioned

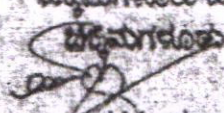
Second Party  
For ACE PADDLERS PRIVATE LIMITED

  
Authorised Signatory  
Mrs. Sowmya.H.S,  
Director,  
Ace Paddlers, Bangalore  
Witness

  
K.V.Dhruva Kumar  
s/o K.R.Veerappa,  
Near Rameshwara temple, Ramanahalli,  
Chikkamagaluru

First Party

  
Deputy Commissioner and Chairman,  
District Tourism Development Council,  
Chikkamagaluru  
ಜಿಲ್ಲಾ ಪ್ರವಾಸೋದ್ಯಮ ಮತ್ತು ಕರಾವಳಿ ಸಂವಹನ ಇಲಾಖೆ  
ಬೆಂಗಳೂರು ಜಿಲ್ಲೆ

  
Assistant Director and Member secretary,  
District Tourism Development Council,  
Chikkamagaluru





herein after mentioned as " Second Party"

WHEREAS the District Tourism Development Council( First Party) agrees to give permission to run white water rafting activities in river Bhadra between the stretch of Balchole to Kalasa Police station limits for a period of 3 years W.E.F 3<sup>rd</sup> August 2018 this agreement is valid upto 3 years and ends on 2<sup>nd</sup> August 2021.

1. The Second Party M/s Ace Paddlers will run the above said activities in this stretch of River Bhadra with complete International Safety Standards and Practice, equipments and take services of certified Instructors for the activities. For which they have submitted the details of instructors in their proposal. In case there is change of instructors that has to be submitted to Member Secretary, DTDC, Chikkamagaluru in writing or email.
2. The Second Party shall use their own equipments with all international standards and practices as specified in technical bid for the activities with all the precautionary steps.
3. The Second Party shall renew the license on every subsequent term of one year by paying the prescribed amount as applicable by mutual consent and payable as per the payment schedule payable at every quarter.
4. All liabilities arising out of accidents, claims, compensation etc shall be the sole responsibility of the Second Party, i.e M/s Ace Paddlers.
5. The District Tourism Development Council is giving the right to use of river for the aqua adventure tourism activities only. They shall not take out or use the water for any purpose other than defined in the MoU/Agreement(except for toilet and bathing facilities for tourists).
6. The Second Party i.e M/s Ace Paddlers shall not have any rights over any moveable or immovable property of the government.
7. In case of any illegal activities or any acts that violates any existing law of the land which shall attract the cancellation of the MoU/Agreement without further intimation, for which the DTDC shall have all the rights.
8. The bid amount to be paid irrespective of the business generated. DTDC is not responsible for any loss due to non-arrival of tourists, shortfall of water flow and any other relevant reasons.
9. The Deputy Commissioner, Chikkamagaluru or his subordinates will have rights to inspect the Rafting and allied activities from time to time.
10. The SECOND PARTY shall provide rafting facility to the departmental officials and official guests to whom Deputy Commissioner and DTDC recommends with no costs as part of inspection and patrolling the river.
11. The SECOND PARTY should provide participant's information from time to time when ever officials ask for the details
12. The deputy commissioner Chikkamagaluru shall reserve the right of addition or deletion of any conditions from time to time during the period of agreement
13. In case of any disputes on any part between the parties to this agreement, The Deputy commissioner, whose decision shall be final and binding on both the parties.
14. The first party has the liberty to withdraw the agreement at any time without any notice in case of breach of conditions. However the period of validity of this agreement is till 2<sup>nd</sup> august 2021 to be renewed every year if the operation of the second party i.e., Ace Paddlers are found satisfactory .
15. Risk involved in rafting activity should be prominently mentioned in waiver of liability/disclaimer forms in vernacular as well as in English Language and with appropriate signage's.
16. SECOND PARTY must take all precautions to avoid accidents during rafting and in case of any mishaps the operator shall be totally responsible for the same and will take care of needful treatments and settle all the claims. Department will not be a party to any such cases.



- SECOND PARTY should not permit any tourists to take the Rafts independently. Tourist should be taken for rafting activities by the trained persons only. The operator shall also keep at least one rescue boat/kayak ready at all times, with trained persons for rescue operations in case of any accidents take place.
18. SECOND PARTY or his authorized agent should take all precautions and care, not to disturb bird or any other wildlife population seen in and around the Bhadra River while taking tourists in the raft.
  19. SECOND PARTY is not entitled to entertain commercial film shooting and extending such facilities without the permission of the of the appropriate authority.
  20. The claims of the SECOND PARTY due to financial or any other adjustments on account of loss, decrease in tourists, raft break down, drought, down level of water will not be entertained.
  21. SECOND PARTY shall always be bound by the directions and instructions, that might be issued by the First party from time to time and shall be binding.
  22. Violation of any of the above mentioned conditions the first party shall have all the powers to take needful actions such as imposing fine, ordering temporary closure of operation, suspending right of running the rafts, terminating contract, and /or confiscating partly/completely the equipments depending upon the nature of the violation.
  23. That in case of SECOND PARTY opts on his own accord, to discontinue the services at any time, the agency shall not be eligible for refund of security deposit paid in full or part or any other concessions or whatsoever, in this regards, for any reasons whatsoever.
  24. The department shall reserve the right to addition or deletion or modification of any of the conditions stipulated in this agreement from time to time depending upon the requirement and emerging situations and that shall be binding.
  25. This agreement will be made in 2 originals and one will be with each party.

#### Raft Operator Qualifications:

26. The River Guide personnel must hold valid certification of competency from NIWS or a national governing body recognized by the MOT/any state Govt/GOI/Union territory.
27. He must also hold a Life Saving Technique (LST) certification from NIWS or Water safety and rescue certification or an equivalent certification from reputed national governing Body.
28. They must complete two familiarization runs under supervision before the commencement of each season and before undertaking commercial runs.
29. Minimum age for guides is 18 years.

#### Equipment and Accessories:

30. SECOND PARTY should have all inflatable boats(2 seater to 10 seater as applicable based on river levels, which are upto International Standards and practice.
31. SECOND PARTY should keep at least one Boat/Kayak as spare on the water during operation.
32. All trips must carry a well-equipped First Aid kit (containing triangular bandages, sterile pads, gauge roller bandages, pressure bandages, First Aid adhesive tape, splints, scissors)
33. All rafts must have a safety line going all around the raft. Besides, a bow-line and a stern line are also preferred.
34. A raft must have a throw bag
35. A flip line is recommended for all big drops.
36. Appropriate shoes/sandals/boots are a must for rafting.
37. Suitable Clothing are recommended for River Rafting activities. In their absence, light woolen/synthetic cloths are suggested but cotton is to be strictly avoided.

#### Operating Instructions:

38. All rafters/kayakers including guides must strictly wear a life jacket at all times while in the water. The life jackets must have adequate buoyancy (minimum of 6.14 kg, but preferably 9 to 10 Kg), must meet the specification of US coast guard type III or V. Inflatable and the "keyhole" type jackets are not recommended.

