



REQUEST FOR PROPOSAL

30TH AUGUST, 2014

FOR

SELECTION OF AN AGENCY FOR CLASSIFYING HOMESTAY ACCOMMODATIONS
AND TO IMPART TRAINING TO THE MEMBERS OF HOMESTAYS IN KARNATAKA



Government of Karnataka

2nd Floor, Khanija Bhavan, 49, Race Course Road, Bangalore, India- 560001

Telephone: 080 22352424 / 22352525, Fax: +91-80-22352626

Email: _____ Website: www.karnatakaturism.org

SCHEDULE OF TENDER PROCESS

Tender Documents Availability	From 30 th August, 2014 to 17 th September, 2014
Last date for receiving queries	6 th September, 2014 upto 1100 Hours
Pre-Bid meeting date, time and venue	On 8 th September , 2014 at 1500 Hours Office of the Director, Department of Tourism, 2nd Floor, Khanija Bhavan, 49, Race Course Road, Bangalore, India- 560001
DoT response to queries	10 th September, 2014
Last date for submission of Technical & Financial Proposals (the “ Bid Due Date ”)	17 th September, 2014 at 1500 Hours
Date, Place and time of opening of Technical Proposals	On the Bid Due Date at 1530 Hours. Venue: Department of Tourism 2nd Floor, Khanija Bhavan 49, Race Course Road Bangalore, India- 560001
Date, Place and time of opening of Financial Proposals	Will be intimated to the qualified Agencies
Address for communication	The Director Department of Tourism 2nd Floor, Khanija Bhavan 49, Race Course Road Bangalore, India- 560001
Validity of Proposals	120 days from the Bid Due Date
Letter of Award (LOA)	Within 20 days from completion of selection process
Signing of Contract	Within 7 days of award of LOA
Tender Document	The Tender Document may be downloaded from the website: www.karnatakaturism.org or obtained from the address mentioned above of the Department of Tourism on all working days.
EMD	Rs.10,000/- (Rupees Ten Thousand Only) (In the form of Demand Draft drawn on any Nationalized/ Scheduled bank payable at Bangalore in favour of the Director, Department of Tourism, Government of Karnataka.)

LIST OF ABBREVIATIONS

CV	Curriculum Vitae
DoT	Department of Tourism
GoK	Government of Karnataka
LoA	Letter of Award
LCS	Least Cost Selection
RFP	Request for Proposal
TOR	Terms of Reference

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DISCLAIMER

1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Agencies (the “Agency”), whether verbally or in documentary or any other form by or on behalf of the Department of Tourism, Government of Karnataka (hereinafter referred to as “**DoT**”) or any of its employees or advisors, is provided to Agency (ies) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by DoT to the prospective Agency (ies) or any other person. The purpose of this RFP is to provide interested Agency (ies) with information that may be useful to them in their submissions of their Proposals pursuant to this RFP (the “**Proposals**”).
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by DoT in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Agency may require.
4. This RFP may not be appropriate for all persons, and it is not possible for DoT, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Documents, may not be complete, accurate, adequate or correct. Each Agency should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
5. Information provided in this RFP to the Agency (ies) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DoT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
6. DoT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Agency under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Tender Process.
7. DoT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Agency upon the statements contained in this RFP.
8. DoT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

9. The issue of this RFP does not imply that DoT is bound to select an Agency or to appoint the Selected Agency for the Services and DoT reserves the right to reject all or any of the Agencies or Proposals without assigning any reason whatsoever.

10. The Agency shall bear all its costs associated with or relating to the preparation and submission of its Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DoT or any other costs incurred in connection with or relating to its Proposals. All such costs and expenses will remain with the Agency and DoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Agency in preparation or submission of the Proposals, regardless of the conduct or outcome of the Tendering Process.

SECTION 1: LETTER OF INVITATION

1. LETTER OF INVITATION

Bangalore

Date : 30th August, 2014

Dear Sir/Madam

- 1.1 The Department of Tourism (DoT), Government of Karnataka (GoK) invites Proposals from eligible bidders [the Agency(ies)] to survey Homestays in Karnataka and classify them into Gold Guest Class and Silver Guest Class as per the guidelines set out in the Karnataka Tourism Policy from time to time The Agency shall also formulate and impart training to the owners or family members residing in Homestays. The Agency shall also suggest a suitable monitoring mechanism for successful functioning of such Homestay accommodations. More details on the Services to be provided by the Agency are mentioned in the Terms of Reference in Section 5 of the RFP.
- 1.2 The Agency will be selected under Least Cost Selection (LCS) procedures described in this RFP.
- 1.3 The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 – Instructions to Agency
 - Section 3 – Data Sheet
 - Section 4 – Preparation, Submission and Evaluation of Proposals
 - Section 5 - Terms of Reference
 - Section 6 – Formats for Proposal Submission (Annexures)
 - Section 7 – Contract for Services
- 1.4 Tender documents may be downloaded from the website: www.karnatakaturism.org or obtained from the office of the Director, Department of Tourism, 2nd Floor, Khanija Bhavan, 49, Race Course Road, Bangalore, India- 560001 . Interested Agencies may obtain further information at the same address.
- 1.5 A Pre-Bid meeting will be held at the time and place specified in the Schedule of Tender Process to clarify the issues, if any, and to answer questions on any matter pertaining to the Services.
- 1.6 No separate invitation/ intimation will be issued to any Agency to participate in the Pre- Bid meeting.
- 1.7 DoT shall not be responsible for any costs or expenses incurred by the Agency in connection with the preparation and of Proposals. DoT reserves the right to cancel, terminate, change or modify this procurement Proposal Process and /or requirements of Proposal stated in the RFP, without assigning any reason or issuing any notice and without accepting any liability for the same.

- 1.8 The Proposals shall be valid for a period of not less than 120 days from the Bid Due Date. In exceptional circumstances, prior to the expiry of the original proposal validity period, DoT may in writing request the Agencies to extend the period of validity for a specified additional period. However, Agencies will not be permitted to modify their submitted Proposals.

1.9 Submission of Proposals

The interested Agencies shall submit Technical Proposal and Financial Proposal before the Bid Due Date. The evaluation of the Proposals would be carried out in two stages.

Stage 1: Evaluation of Technical Proposal

Stage 2: Evaluation of Financial Proposal

The Technical Proposals submitted by the Agency will be opened at the prescribed time, place and date specified in the Schedule of Tender Process, in the presence of the Agencies who choose to attend. If the office of DoT happens to be closed on the date of opening of the Proposals as specified, the Proposals will be opened on the next working day at the same time and venue.

The Technical Proposals would be evaluated based on the qualification criteria set forth in the RFP. The Financial Proposals of only those Agencies whose Technical Proposals are qualified, will be opened and evaluated in the manner set forth in the RFP.

The Technical Proposal should comprise of all the documents specified in Clause 4.3 of Section 4 and in the format prescribed at Section 6. The Financial Proposal should be submitted as specified in Clause 4.4 of Section 4 and in the formats prescribed at Section 6. In case the details furnished by the Agency as per Section 4 and Section 6 are incomplete/ inadequate, the proposal shall be summarily rejected.

The Proposals (i.e. Technical Proposal and Financial Proposal) must be submitted in English and all entries must be written. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Agency itself. Any such corrections must be initialed by the authorised signatory who sign(s) the Proposals. An authorized representative of the Agency shall initial all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. Failure to comply with any of these conditions may render the Proposal invalid.

- 1.10 The Proposals must be accompanied by earnest money deposit (the "EMD") of Rs. 10000/- (Rupees Ten Thousand Only). The EMD is refundable to unsuccessful agencies within the reasonable period, except in the case of the Selected Agency whose EMD shall be returned after 6 (six) months of signing of the Contract . The EMD payment shall be in the form of Demand Draft in favour of the Director, Department of Tourism, Government of Karnataka, drawn on any Nationalized/ Scheduled bank, payable at Bangalore.
- 1.11 The Agency should satisfy all the terms and conditions laid down hereunder. All conditional proposals will be rejected by DoT.

Date: 30th August, 2014

Sd/-
Director

SECTION 2: INSTRUCTIONS TO AGENCY

2. INSTRUCTIONS TO AGENCY

- 2.1 Agencies are encouraged to inform fully themselves about the Services to be provided before submitting the Proposals. To obtain first-hand information on the Services, Agencies are encouraged to attend the Pre-Bid meeting. Attending the Pre-Bid meeting is however optional. The venue, date and time of the Pre- Bid meeting is specified in the Schedule to Tender Process.
- 2.2 Broad description of the objectives, scope of services, deliverables, and other requirements relating to the Services are specified in this RFP. The Agency possessing the requisite experience and capabilities required for undertaking the Services as provided in Section 3: Data Sheet are only invited to participate in the Selection Process individually (the "**Business Entity**"). For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ registered under the Proprietorship Act /a partnership firm² registered under the Indian Partnership Act, 1932/ a society³ registered under the Societies Registration Act, 1860 or other similar State legislations/ a company⁴ registered in India under the Companies Act, 2013 and is in the business for at least 3 (three) years preceding the Bid Due Date. No Consortium or Joint Venture is allowed.
- 2.3 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.
- 2.4 No Agency shall submit more than one Proposal for the Services.
- 2.5 Any Business Entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal.
- 2.6 DoT reserves the right to reject an Agency's participation in the Tender Process at any time, should DoT consider that a Agency has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.7 It shall be deemed that by submitting the Proposal, the Agency has:
- made a complete and careful examination of the RFP;
 - received all relevant information requested from DoT;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DoT or relating to any of the matters referred in the RFP; .
 - satisfied itself about all matters, things and information, including matters referred herein,

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity

² A registered partnership firm should furnish income tax returns for the last two financial years and registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity

³ A registered Society should furnish income tax returns for the last two financial years and registration certificate as proof of identity.

⁴ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

- necessary and required for submitting an informed Proposals and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
 - f. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.8 DoT shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by DoT.
- 2.9 The Proposal of an Agency shall be liable for disqualification in the event of the following:
- a. If the Agency refuses to accept the correction of errors in its proposal, (or)
 - b. If the Agency submits a conditional Proposal which would affect unfairly the competitive provision of other Agencies who submitted substantially responsive Proposal and/or is not accepted by DoT.
 - c. Is not accompanied by EMD in the form of Demand Draft.

2.10 Tender Document

The Tender Document may be downloaded from the Website: www.karnatakaturism.org or obtained from the below mentioned address :

Department of Tourism, Government of Karnataka
2nd Floor, Khanija Bhavan, West Wing No. 49
Race Course Road, Bangalore-560001

2.11 Earnest Money Deposit (EMD)

The Agency shall furnish as part of its Proposal, an EMD of Rs.10,000 (Rupees Ten Thousand Only) in the form of a Demand Draft drawn in favour of "Director, Department of Tourism, Government of Karnataka" drawn on any Nationalized/ Scheduled bank, payable at Bangalore, returnable not later than 120 (One Hundred Twenty) days from the Bid Due Date except in case of the two highest ranked Agencies. In the event that the first ranked Agency commences the assignment as required, the second ranked Agency, who has been kept in reserve, shall be returned its EMD forthwith. The Selected Agency's EMD shall be returned after 6 (six) months of signing the Contract.

Any Proposal not accompanied by the EMD shall be rejected by DoT as non responsive. DoT shall not be liable to pay any interest on the EMD and the same shall be interest free.

The Agency, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to DoT's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by DoT as the mutually agreed pre-estimated compensation and damage payable to DoT for, inter alia, the time, cost and effort of DoT in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If an Agency submits a non-responsive Proposal;

- b. If an Agency engages in any of the Fraud and Corrupt Practices;
- c. If an Agency withdraws its Proposal during the period of its validity as specified in this RFP;
- d. In the case of a Selected Agency, if the Agency fails to sign the Contract or commence the Services as specified in the draft Contract;
- e. If the Agency is found to have a Conflict of Interest as specified in Clause 2.14 of RFP.

2.12 Queries and Clarifications

The Agencies are requested to study this entire Tender Document in detail. Any request for clarification must be submitted in writing by paper or electronic mail to the DoT's or iDeCK's address indicated in the Data Sheet on or before the date specified in the Schedule of Tender Process. A Pre-Bid meeting would be held at Bangalore on the date, time and venue as mentioned in the Data Sheet.

DoT will respond to the queries/clarifications sought by sending copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the interested Agencies who intend to submit Proposals or upload the "**Reply to Queries**" on DoT's website www.karnatakaturism.org.

2.13 Amendment to RFP

At any time prior to the Bid Due Date, DoT may, for any reason, whether at its own initiative or in response to a clarification requested by any Agency, modify the RFP documents by an amendment. Any amendment shall be issued in writing through addendum. The Addendum shall be sent by mail, cable, telex, facsimile, or electronic mail to all the interested Agencies or uploaded in DoT's website www.karnatakaturism.org and will be binding on them. In order to afford the Agency (ies) a reasonable time for taking an Addendum into account, or for any other reason, DoT may at its discretion extend the Bid Due Date.

2.14 Conflict of Interest

- a. DoT expects that the Agency provides professional, objective, and impartial advice and at all times hold DoT's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the Services in the best interests of DoT.
- b. An Agency shall not have a conflict of interest that may affect the Selection Process or the Services (the "**Conflict of Interest**"). Any Agency found to have a Conflict of Interest shall be disqualified.
- c. An Agency shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. A constituent of such Agency is also a constituent of another Agency; (or)
 - ii. Such Agency receives or has received any direct or indirect subsidy or grant from any

other Agency; (or)

- iii. Such Agency has the same legal representative for purposes of this Tender as any other Agency.

2.15 Fraud and Corrupt Practices

2.15.1 The Agencies and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process and subsequent to the issue of the Letter of Award (the “LOA”) and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, DoT may reject a Proposal, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tendering Process. In such an event, DoT shall be entitled to forfeit and appropriate the said EMD, as Damages, without prejudice to any other right or remedy that may be available to DoT under the Tender Documents and/ or the Contract, or otherwise.

2.15.2 Without prejudice to the rights of DoT under Clause 2.15.1 hereinabove and the rights and remedies which DoT may have under the LOA or the Contract, or otherwise if an Agency is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering Process, or after the issue of the LOA or the execution of the Contract, such Agency shall not be eligible to participate in any tender or RFP issued by DoT during a period of 2 (two) years from the date such Agency is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.15.3 For the purposes of this Clause 2.15.3, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tendering Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DoT who is or has been associated in any manner, directly or indirectly, with the Tendering Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DoT, shall be deemed to constitute influencing the actions of a person connected with the Tendering Process); or (ii) save and except as permitted under the Clause 2.15.1 of this RFP, engaging in any manner whatsoever, whether during the Tendering Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of DoT in relation to any matter concerning the Services;

- b. “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering Process;
- c. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tendering Process;
- d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by DoT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tendering Process; or (ii) having a Conflict of Interest; and
- e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Agencies with the objective of restricting or manipulating a full and fair competition in the Tendering Process.

SECTION 3: DATA SHEET

3. DATA SHEET

Sl No	Key Information	Details
	Services Sought	<ul style="list-style-type: none"> Survey Homestays in Karnataka and classify them into Gold Guest Class and Silver Guest Class as per the guidelines set out in the Karnataka Tourism Policy from time to time Formulate and impart training to the owners or family members residing in Homestays and Suggest a suitable monitoring mechanism for successful functioning of such Homestays
	Tender Inviting Authority	Department of Tourism, Government of Karnataka
	Address for submissions of Proposals and Clarifications	<p>The Director, Department of Tourism Government of Karnataka 2nd Floor, Khanija Bhavan West Wing No. 49, Race Course Road Bangalore-560001 Ph: 080-22352828 Fax: 080-22352626 Email: director@karnatakaturism.org</p> <p>A copy of the clarification should also be sent to the following project advisors email address: pk.shubhalakshimi@idfc.com clearly mention the subject as "Queries/ Clarification sought to RFP for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the owners or family members residing in Homestays in Karnataka "</p> <p>Contact Details of Project Advisors: Infrastructure Development Corporation (Karnataka) Ltd. (iDeCK) 9/7. K.C.N. Bhavan, Yamunabai Road Madhavnagar Extension, Off Race Course Road Bangalore-560001. Tel: 080-43448000 Fax: 080-43448001</p>
	Venue for Pre-Bid meeting	Department of Tourism, Government of Karnataka 2nd Floor, Khanija Bhavan West Wing No. 49, Race Course Road Bangalore-560001.
	Date and time for Pre-Bid meeting	Refer Schedule of Tender Process
	Proposal Validity	120 days from the Bid Due Date

Sl No	Key Information	Details
	Tender Document	The Tender Document can be downloaded from the website Email: director@karnatakaturism.org or a copy of the document can be obtained from address specified in pint 4 above.
	EMD	Rs. 10000/- (Rupees Ten Thousand Only) payment to be made only through Demand Draft, in favor of "Director, Department of Tourism, Government of Karnataka" drawn on any Nationalised/ Scheduled Bank, payable at Bangalore.
	Minimum Eligibility Criteria	<p>1. The Agency eligible for participating in the selection process shall be a single business entity (the “Business Entity”). For the purpose of this RFP document, a Business Entity shall mean a sole proprietorship firm¹ registered under the Proprietorship Act /a partnership firm² registered under the Indian Partnership Act, 1932/ a society³ registered under the Societies Registration Act, 1860 or other similar State legislations/ a company⁴ registered in India under the Companies Act, 2013 and is in the business for at least 3 (three) years preceding the Bid Due Date.</p> <p>2. The Agency should have in the last 3 (three) years preceding the Bid Due Date, undertaken atleast 2 (two) assignments and provided the following services:</p> <p>(a) Survey/Classification of Homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/adventure tourism anywhere in India or abroad or</p> <p>(b) Undertaken certification of Homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/ wellness/adventure tourism anywhere in India or abroad. The Agency should also be registered with National Accreditation Board for Certification Bodies and hold a valid registration certificate or</p> <p>(c) Undertaken credit rating of Homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/adventure tourism or financial institutions anywhere in India or abroad. The Agency should also be registered as a Credit Rating Agency with SEBI & RBI under the category Quality Management System.</p> <p>AND</p> <p>The Agency should have an Average Annual Turnover of Rs.50 Lakhs (Rupees Fifty Lakhs Only) over a period of 3 (three) years preceding the Bid Due Date.</p> <p>Note: <i>For each assignment, indicate, inter alia, the Agency is required to submit the name of the assignment, name of the client and its address, description of services provided, profiles and names of the staffs, duration of the assignment, and Agency’s involvement as per the format provided at Annexure C along with supporting documents such as:</i></p> <p>(a) Client certificate in case of completed assignment indicating clearly details of assignment, client name, services provided, date of award, period of contract etc or</p>

¹ A Sole Proprietorship firm should furnished either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity

² A registered partnership firm should furnish income tax returns for the last two financial years and registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity

³ A registered Society should furnish income tax returns for the last two financial years and registration certificate as proof of identity.

⁴ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

Sl No	Key Information	Details
		<p>(b) Satisfactory certificate from the respective client in case of ongoing assignments till the year 2013 indicating clearly details of assignment, client name, services provided, date of award, period of contract etc.</p> <p>(c) Statutory Auditor Certificate in the format prescribed at Annexure D of the RFP document to substantiate the financial capacity of the Agency.</p>
	Proposal Evaluation	<p>Technical and Financial Evaluation of Agencies that meets the minimum eligibility criteria will only be undertaken. Agencies not meeting the minimum eligibility criteria are deemed to be disqualified from further tender evaluation process.</p> <p>Technical Evaluation: Minimum score required for technical qualification is 70 marks.</p> <p>Financial Evaluation: Financial Proposals of technically qualified Agencies will only be opened and evaluated in the manner set forth in Clause 4.8 of Section 4</p>
	Criteria for Selection of an Agency	Agency who has quoted the Lowest Service Fee for providing the Services shall be declared as the Selected Agency and awarded the LOA.
Proposal Submissions		
		<p>The Agency (ies) is required to submit the both the Technical Proposal and Financial Proposal before the Bid Due Date. Any Proposals received after the Bid Due Date as specified in the Schedule to Tender Process shall be rejected and returned unopened.</p> <p>The Technical Proposal should be placed in a separate sealed envelope (Envelope I) and clearly mark as “Technical Proposal for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the members of Homestays in Karnataka”</p> <p>The Financial Proposal should be placed in another separate and sealed envelope (Envelope II) and clearly mark as “Financial Proposal for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the members of Homestays in Karnataka” with a warning “Do Not Open with the Technical Proposal.”</p> <p>Both envelopes (Envelope I & Envelope II) shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address, and clearly marked as “RFP for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the members of Homestays in Karnataka”</p>
	Envelope 1- Technical Proposal	<p>The Technical Proposal should be accompanied by the following documents:</p> <p>(i) Technical Proposal Letter in the prescribed format - Annexure A;</p> <p>(ii) Details of the Agency in the prescribed format - Annexure B;</p> <p>(iii) A brief description of the experience in similar assignment as defined in Data Sheet in the prescribed format - Annexure C.</p> <p><i>Note : For each assignment, indicate, inter alia, the Agency is required to submit the name of the assignment, name of the client and its address, description of services provided, profiles and names of the staffs, duration of the assignment, and Agency’s</i></p>

Sl No	Key Information	Details
		<p><i>involvement as per the format provided at Annexure C along with supporting documents such as:</i></p> <p>(a) <i>Client certificate in case of completed assignment indicating clearly details of assignment, client name, services provided, date of award, period of contract etc or</i></p> <p>(b) <i>Satisfactory certificate from the respective client in case of ongoing assignments till the year 2013 indicating clearly details of assignment, client name, services provided, date of award, period of contract etc.</i></p> <p>(c) <i>Statutory Auditor Certificate in the format prescribed at Annexure D of the RFP document to substantiate the financial capacity of the Agency.</i></p> <p>(iv) Financial capacity of the Agency for substantiate the Average Annual Turnover of the Agency over the period of 3 (three) years preceding the Bid Due Date in the prescribed format- Annexure D along with a certificate from the statutory auditor in the prescribed format.</p> <p>(v) Any comments or suggestions on the Terms of Reference, the data to be provided by DoT - Annexure E;</p> <p>(vi) A description of the methodology, work plan and the activity schedule for performing the Services - Annexure F;</p> <p>(vii) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal in the prescribed format - Annexure G;</p> <p>viii) Power of Attorney in the prescribed format - Annexure H;</p> <p>ix) EMD in the form of a Demand Draft for an amount as specified in this RFP; and</p> <p>(x) If the Agency is a Sole Proprietorship firm copy of either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity;</p> <p>(xi) If the Agency is a registered partnership firm, copy of the income tax returns for the last two financial years or registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity; and</p> <p>(xii) If the Agency is a company, copy of the certificate of incorporation and memorandum of association & Articles of Associations as proof of identity.</p> <p>(xiii) If the Agency is a Society, copy of the income tax returns for the last two financial years or registration certificate as proof of identity.</p> <p>(xiv) If the Agency is a credit rating agency, copy of valid certificate of registration with SEBI & RBI.</p> <p>(xv) If the Agency is a certification agency, copy of the valid registration certificate with the National Accreditation Board for Certificate Bodies.</p>
	Envelop 2- Financial Proposal	The Agency are required to submit their Financial Proposals in the prescribed format – Annexure I as provided in the RFP duly filled and signed.
	Inputs from DoT	<p>DoT shall provide the following inputs to the Agencies</p> <p>(i) List of Homestay applications received by the Department of Tourism, Government of Karnataka till date.</p> <p>(ii) An indicative check list to be adopted for classifying the surveyed Homestays into different categories</p>

SECTION 4: PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4.1 General

- i. The Agency shall bear all costs associated with the preparation and submission of its Proposals, including any visits to DoT's office for purchasing the RFP Document, attending Pre-Bid meeting, data collection, analysis, etc. DoT shall not be responsible or liable for any such costs incurred.
- ii. The Agencies should submit their Proposals individually.
- iii. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a Proposal non-responsive.
- iv. All communication and information shall be provided in writing and in English language only. Supporting documents and printed literature furnished by the Agency with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposals, the English language translation shall prevail.
- v. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.
- vi. The RFP is not transferable

4.2 Preparation and Submission of Proposals

The Agency shall submit their Proposals (i.e. Technical Proposal and Financial Proposal) in two separate sealed envelopes as under:

Envelop I: Technical Proposal

Envelop II: Financial Proposal

The Technical Proposal placed in Envelop I should be sealed and clearly marked as **“Technical Proposal for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the members of Homestays in Karnataka,”**

The Financial Proposal in Envelop II should be sealed and clearly marked as **“Financial Proposal for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the members of Homestays in Karnataka”** and with a warning **“Do Not Open with the Technical Proposal.”**

Further both the Envelopes (Envelope I and Envelope II) shall be placed in an outer Envelope and sealed. This outer envelope shall bear the submission address and clearly marked as, “**RFP for Selection of an Agency for Classifying Homestay Accommodations and Impart training to the members of Homestays in Karnataka**”

4.3 Submissions In Envelope I (Technical Proposal)

The Envelope 1 (Technical Proposal) shall contain the following documents:

- (i) Technical Proposal Letter in the prescribed format - **Annexure A**;
- (ii) Details of the Agency in the prescribed format - **Annexure B**;
- (iii) A brief description of the experience in similar assignment as defined in Data Sheet in the prescribed format - **Annexure C**.

Note: For each assignment, indicate, inter alia, the Agency is required to submit the name of the assignment, name of the client and its address, description of services provided, profiles and names of the staffs, duration of the assignment, and Agency’s involvement as per the format provided at Annexure C along with supporting documents such as:

- (a) Client certificate in case of completed assignment indicating clearly details of assignment, client name, services provided, date of award, period of contract etc or
- (b) Satisfactory certificate from the respective client in case of ongoing assignments till the year 2013 indicating clearly details of assignment, client name, services provided, date of award, period of contract etc.
- (c) Statutory Auditor Certificate in the format prescribed at Annexure D of the RFP document to substantiate the financial capacity of the Agency.
- (iv) Financial capacity of the Agency for substantiate the Average Annual Turnover of the Agency over the period of 3 (three) years preceding the Bid Due Date in the prescribed format- **Annexure D** along with a certificate from the statutory auditor in the prescribed format.
- (v) Any comments or suggestions on the Terms of Reference, the data to be provided by DoT - **Annexure E**;
- (vi) A description of the methodology, work plan and the activity schedule for performing the Services - **Annexure F**;
- (vii) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal in the prescribed format - **Annexure G**;
- (viii) Power of Attorney in the prescribed format - **Annexure H**;
- (ix) EMD in the form of a Demand Draft for an amount as specified in this RFP; and

- (x) If the Agency is a Sole Proprietorship firm copy of either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity;
- (xi) If the Agency is a registered partnership firm, copy of the income tax returns for the last two financial years or registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity; and
- (xii) If the Agency is a company, copy of the certificate of incorporation and memorandum of association & Articles of Associations as proof of identity.
- (xiii) If the Agency is a Society, copy of the income tax returns for the last two financial years or registration certificate as proof of identity.
- (xiv) If the Agency is a credit rating agency, copy of certificate of registration with SEBI & RBI.
- (xv) If the Agency is a certification agency, copy of the valid certificate of registration with the National Accreditation Board for Certification Bodies under quality management system (QMS)

4.4 Submissions in Envelope II (Financial Proposal)

The Financial Proposal should contain the Service Fee for undertaking the Services in Indian Rupees. Agency while submitting its Financial Proposal shall take into account the costs associated with the Services, including (a) cost of conducting the survey (b) cost of providing training (c) remuneration for staff and (d) cost of transportation (national and local), (e) cost of boarding and lodging and any other cost associated therewith such as printing of documents, all applicable taxes including service tax and other levies etc. The Financial Proposal shall be submitted in the format enclosed as **Annexure I**.

4.5 Signing of Proposals

The Authorized Signatory shall sign or initial each page of the Proposal documents along with the stamp of the Agency. They should also sign & stamp each page of the RFP & return the same along with proposal to DoT. Power of Attorney as mentioned in Annexure H shall be enclosed as proof of Authorization.

4.6 Opening of Proposals

- i. Proposals received by the Bid Due Date and time and in sealed cover will only be considered for opening and evaluation.
- ii. Agencies that submitted the Proposals will be duly intimated with the date, time and venue for opening the Proposals received as above. Authorized representatives of the participating Agencies are requested to be present during the Proposal opening.
- iii. The details of the authorized representatives (who choose to attend) present will be recorded

- iv. Name of the Agencies that submitted the Proposals will be read aloud in the presence of Agency's representatives and will be recorded.

4.7 Opening and Evaluation of Envelope I (Technical Proposal)

The Technical Proposal (Envelop I) submitted by the Agency will be opened at the prescribed time, place and date specified in the Schedule to Tender Process, in the presence of the Agencies who wish to attend. If the office happens to be closed on the date of opening of the proposals as specified, the Proposals will be opened on the next working day at the same time and venue.

First the Envelope I will be opened and checked as to whether all the mandatory documents as provided in Clause 4.3 has been submitted in the prescribed formats provided as Section 6. DoT shall at its sole discretion take a decision with regard to Proposals submitted without the mandatory documents or documents submitted in any other format other than the prescribed format.

The Technical Proposals will be marked based on the following evaluation criteria as under:

Sl.No	Evaluation Parameter	Description	Maximum Mark
1	Specific Experience of the Agency relating to the Services		50 marks
a.	<p>(a) Survey/Classifying of Homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/adventure tourism anywhere in India or abroad or</p> <p>(b) Certification of Homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/adventure tourism anywhere in India or abroad. or</p> <p>(c) Credit rating of Homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/adventure tourism anywhere in India or abroad.</p>	<ul style="list-style-type: none"> • >2 assignments = 5 marks for each assignment subject to a maximum of 10 marks • 2 assignments = 40 marks • < 2 assignments = 0 marks 	50 marks
b.	Should have an Average Annual Turnover of Rs.50 Lakhs (Rupees Fifty Lakhs Only) for a period of 3 (three) years preceding the Proposal Due Date.	Rs.50 Lakhs (Rupees Fifty Lakhs Only) for a period of 3 (three) years preceding the Proposal Due Date	20 marks

Sl.No	Evaluation Parameter	Description	Maximum Mark
2	Adequacy of the proposed work plan and methodology in responding to the TOR		30 marks
a.	<ul style="list-style-type: none"> • Formulation of training programmes and post training assessments and • Methodology and Work Plan 		15 marks 15 marks
	TOTAL		100 Marks

Agencies who achieve a minimum score of 70 marks out of a total of 100 (the “**Technically Qualified Agencies**”) would be declared as Technically Qualified Agencies and shall be considered for further evaluation.

Proposals shall be rejected at this stage if it fails to achieve the minimum technical score as indicated above and the Financial Proposals of the Bidder(s) who is not Technically Qualified shall be returned by DoT.

4.8 Opening and Evaluation of Envelope II (Financial Proposal)

The Financial Proposals shall be opened publicly in the presence of the Agency(s) representatives who choose to attend. The name of the Agency, the quality scores, and the proposed Service Fee shall be read aloud and recorded when the Financial Proposals are opened. DoT shall prepare minutes of the public opening. DoT will determine whether the Financial Proposals are complete, unqualified and unconditional.

Agency who have scored a minimum of 70 marks in the Technical Proposal and who quotes the lowest service fee for each Homestay (the “**Lowest Service Fee**”) for undertaking the Service will be declared as the selected Agency (the “**Selected Agency**”). The Lowest Service Fee should be inclusive of all applicable taxes, survey charges, training charges, transportation, printing of study material, lodging/ boarding, remuneration for staff, insurance, and all other expenses) for successful completion of the Service. The Lowest Service Fee shall be the sole criteria to declare the Agency as the Selected Agency and shall be deemed as final.

In the event the Selected Agency withdraws, DoT shall have the right to forfeit the EMD and reject or annul the tender process and invite fresh Proposals.

In the event that two or more Agencies quote the same Lowest Service Fee (the “**Tie Agencies**”), DoT shall identify the Selected Agency by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Agencies who choose to attend.

4.9 Award of Services

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by DoT to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the date of the LOA,

sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Agency is not received by the stipulated date, DoT may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Selected Agency and withdraw the LOA.

SECTION 5: TERMS OF REFERENCE

5. TERMS OF REFERENCE

1. BACKGROUND

Karnataka ranks fourth in the country in the total number of domestic tourist visits and ranks ninth in total number of international tourist visits. Karnataka has diverse tourism products to offer to its tourists such as heritage, pilgrim, costal, nature, wildlife, etc.. It is also home to the UNESCO world heritage sites of Hampi, Pattadkal and the Western Ghats.

The Department of Tourism (DoT), Government of Karnataka (GoK) is desirous of increasing the contribution to the State GDP to about 25% by 2020 as a result of which there would be substantial increase in the inflow of tourists into the State and high demand for accommodation. With the increasing demand for an authentic experience at the tourist's destinations among the tourists, the concept of Homestay has also gained importance over the years. Through homestays, the tourists (i) gets an unique opportunity to experience the rich and hospitable cultures of the local people; (ii) an opportunity to experience the ethnic food; (iii) to meet and connect with the local people; and contribute directly to the State's economy etc.

DoT has also been making a sustained effort in promoting the concept of Homestays under the brand name "Athithi" in various tourist destinations for the following reasons:

- Cater to the changing demands of tourists to increase room capacity to accommodate tourist without compromising the quality of facilities, services etc.
- Provide a unique experience of the life style of people in the region to tourists at an affordable cost.
- Encourage the residents to earn additional income other than their regular income and provide sustained employment opportunities by optimally utilizing the available infrastructure that has already been developed.

DoT had registered around 254 Homestays during the Financial Year 2009-10 & 2010-11, which was valid for a period of 3 (three) years and has now expired. Besides DoT has also received around 494 applications for registration from 2011-12 onwards. An indicative district wise list of the number of Homestay registration which are expired and applications received from 2011 onwards for registrations is set out in the table below:

Sl No	Name of the District	Number of Homestays certificates expired		Number of Homestay Applications received				Total number of Homestays in each District
		2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	
1.	Kodagu	130	46	52	78	120	33	459
2.	Chikkamangalur	31	09	05	39	30	25	139
3.	Uttar Karnataka	02	03	02	23	04	09	43
4.	Hassan	03	02	-	10	06	02	23
5.	Mysore	05	03	05	03	05	02	23
6.	Shimoga	02	-	01	06	02	03	14

7.	Udupi	03	02	01	-	05	05	16
8.	Bangalore Urban	02	02	-	02	02	02	10
9.	Chamarajanagar	02	-	01	-	01		04
10.	Ramanagara	-	01	03	-	-		04
11.	Bangalore Rural	03	-	-	-	-		03
12.	Dakshina Kannada	-	-		02	-		02
13.	Mangalore	01	-	-	-	-		01
14.	Chikkaballapura	-	01	-	-	-		01
15.	Bellary	-	01	-	-	-		01
16.	Belgaum	-	-	-	-	01		01
17.	Koppal	-	-	01	-	-		01
18.	Mandya	-	-	01	-	-		01
19.	Dharward						02	02
	Total	184	70	72	163	176	83	748

DoT now intends to appoint an Agency for a period of 3 (three) years to:

- Survey the Homestays for which applications have been received by DoT till July 31st 2014 and applications that would be received by DoT during the Contract Period;
- Submit a report on the survey carried out and classify such Homestays surveyed into Gold Guest Class and Silver Guest Class as per the guidelines set out in the Karnataka Tourism Policy;
- Formulate a training manual, impart training only to the owners or family members of registered Homestays and submit a report on the same. Also assist DoT in issuance of training certificates; and
- Submit a report suggesting a suitable monitoring mechanism to DoT for successful functioning of Homestays.

1. Scope of Services

The detailed scope of services (hereinafter referred to as the “**Services**”) that the Agency shall provide to DoT during the Contract Period is as follows:

A. SURVEY AND DOCUMENTATION

- The Agency shall survey all the Homestays for which DoT has received applications till 31st July 2014 and also those applications received by DoT during the tenure of the Contract.
- The Agency shall, within 3 months of entering into the contract mandatorily complete survey of all Homestays for which DoT has received applications as on 31st July 2014 and submit survey report along with digital data as per the schedule of deliverables. Subsequently, DoT shall issue Notice to Proceed every quarter including the list of Homestays that is required to be surveyed by the Agency.

- (iii) Within 7 days of receipt of Notice to Proceed for survey from DoT every quarter during the Contract Period, the Agency shall commence survey and ensure to complete the survey of all Homestays within 45 days of receipt of Notice to Proceed. The Agency should also ensure to complete the survey of Homestays with respect to all the applications received by DoT in the first 3 (three) quarters within the financial year itself.

Subsequently, the Agency shall make a presentation to DoT within 10 days of completion of survey on the number of Homestays surveyed, its status and observations noticed during the survey etc and provide the list of Homestays that comes under the Gold Guest Class and Silver Guest Class.

- (iv) The Agency shall subsequently prepare and submit within 7 days of making the presentation on the survey conducted, a survey report to DoT along with all the required documentation and digital data in the format approved by DoT (**Annexure I**).
- (v) The Agency is required to submit separate Survey Report with respect to each Homestay surveyed during the tenure of the Contract.
- (vi) The Survey Report should contain information relating to various facilities available in the Homestays in line with and not limited to the checklist provided in the guidelines set out in the Karnataka Tourism Policy from time to time and the checklist provided at Annexure I. The Survey Report shall include not limited to the following details:
- (a) Location of the Homestay:
 - i Connectivity and linkage
 - ii Access/approach
 - (b) Condition of the physical structure of the Homestay building.
 - (c) Surrounding areas in terms of facilities and hygiene for offering to the guests shall include but not limited to the checklist that is enclosed as Schedule 1.
 - (d) Size of the rooms and toilet facilities.
 - (e) Aesthetic appearance of the house.
 - (f) Educational and professional background (socio-economic status) of the owner and family members.
 - (g) Check whether the land where the Homestay is situated is a commercial land or an agricultural land.
 - (h) Whether police clearance certificate from the local station house officer has been obtained by the owner of Homestay.
 - (i) Tourist attraction in and around the area
 - (j) Categorisation of Homestay
 - (k) Any other facilities like fitness, sauna, ayurvedic massage etc
 - (l) Whether the rooms give a good view of the garden, open space, etc.
 - (m) Any other facilities like horse riding and jungle trekking
- (vii) The Agency shall also maintain a digital data base of Homestays surveyed along with photo documentation of every Homestay facility and submit the same along with the survey report. The Agency shall also coordinate with the Tourism Promotion and Marketing Advisor of DoT for uploading the digital photos on DoT's website.
- (viii) The Agency shall ensure that they have adequate infrastructure and employ qualified, experienced & trained manpower to undertake the survey of Homestays.
- (ix) The Agency should ensure that they have professional competence, financial soundness and general reputation of fairness and integrity in business transactions

- (x) The Agency should ensure that they have sufficient professional staff to undertake the survey and complete the survey within the timelines stipulated in the Agreement.

Deliverable: Survey Report along with Digital Data

B. TRAINING PROGRAM

- (i) The Agency shall formulate a suitable training manual which would clearly spell out the contents/topics on which the owners or family members of Homestays would be trained such as hospitality, hygiene, maintenance and provisions of necessary facilities to the tourists etc. The main purpose of imparting training is to achieve certain standards of operation and maintenance of the Homestays facilities.
- (ii) The Agency is required to submit the training manual within 30 days of entering into the contract with DoT and finalise the same in consultation with DoT prior to commencement of training. However, the Agency is expected to upgrade the training manual at the end of every year and obtain the approval of DoT on the same.
- (iii) On receipt of Notice to Proceed, the Agency shall also prepare a training schedule and obtain the approval of DoT within 7 days of receipt of Notice to Proceed and then commence training to the owners or family members of registered Homestays.
- (iv) Subsequently, the Agency shall issue notice to the owners or family members of registered Homestays to attend the training and ensure that owners or family members of the registered Homestays attend the training within the specified time.
- (v) The Agency shall communicate to the owners or family members of registered Homestays that their registration certificates shall be cancelled if they fail to attend the training and obtain the training certificates.
- (vi) The Agency is required to provide training only to the owners of Homestay or family members residing in Homestays at the District Headquarters at the venue provided by DoT. The cost of the venue for providing the training including cost of refreshments would be borne by DoT.
- (vii) The Agency shall complete training within 45 (forty five) days from the date of receipt of Notice to Proceed from DoT.
- (viii) The Agency shall coordinate with DoT for issuance of training certificates to the owners or family members of registered Homestays who have successfully undergone the training.
- (ix) The Agency shall prepare and submit a detailed training report to DoT within 15 days of completion of training. The training report should include the methodology adopted for the training, number of Homestays trained and certified, the issues involved etc in the format prescribed and approved by DoT.
- (x) The Agency shall ensure that they have adequate infrastructure and employ qualified, experienced & trained manpower to undertake the training.
- (xi) The Agency should ensure that they complete the training within the timelines stipulated in the Agreement.

Deliverable: Training Program Report

C. MONITORING MECHANISM

- (i) The Agency is require to suggest a suitable monitoring mechanism for the successful functioning of Homestays and prepare a monitoring mechanism report and submit to DoT within 3 (three) months from the date of entering into the contract with DoT.
- (ii) The Agency shall also suggest any changes to be incorporated in the proposed new Karnataka Tourism Policy with regard to Homestay Accommodations.

Deliverable: Monitoring Mechanism Report

2. Deployment of Key Personnel for the Assignment

The Agency should during the tenure of the Agreement employ the following key personnel and staff for undertaking the activities specified in this Terms of Reference within the time specified in this RFP document.

Key Professional Staff	Experience
Minimum 15 Surveyor	Having experience of undertaking survey/ certification/ credit rating of homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/adventure tourism or financial institutions anywhere in India or abroad
2 Trainer / Hospitality Expert	Having experience in providing training on Housekeeping/ hospitality for any homestays or hospitality industry such as hotels, resorts, hospital, medical/eco/wellness/ adventure tourism or financial institutions anywhere in India or abroad.

The details of the above referred professional staff for the Assignment is required to be specified in Appendix B of the Agreement.

3. SCHEDULE FOR DELIVERBLES

The deliverables and timeframe for the Services shall be as set out below:

SI No	Deliverables	Timeframes
Monitoring Mechanism		
1.	Monitoring Mechanism Report	Within 3 months from the date of signing of the Contract with DoT
Survey Report		
2.	Presentation to DoT after completion of survey	Within 10 days from the date of completion of survey
3.	Survey Report along with Digital Data	Within 7 days of making the presentation to DoT on the survey conducted

Training Program		
4.	Training Manual	Within 30 days of signing of the Contract with DoT
5.	Training Schedule	Within 7 days of issue of Notice to Proceed
6.	Training Program Report	Within 15 days of completion of training

4. THE REPORTS THAT WILL BE REQUIRED FROM THE AGENCY

The following are the reports to be submitted by the Agency

- i. Survey Report along with Digital Data
- ii. Training Manual
- iii. Training Schedule
- iv. Training Program Report and
- v. Monitoring Mechanism Report

The Agency shall provide 3 (three) hard copies and 1 (one) soft copy each of the above deliverable.

5. PAYMENTS

From the Service Fee quoted by the selected Agency for each Homestay, 80% of the Service Fee (the” **Survey Fee**”) shall be payable by DoT subject to:

- i. Agency successfully completing the survey of Homestays for which DoT has issued Notice to Proceed every quarter;
- ii. Agency had made presentation on observations noticed during the survey;
- iii. Acceptance of survey report and digital data by DoT;
- iv. Acceptance of proper bills specifying the number of Homestays surveyed by DoT;

Note: If DoT fails to approve the survey reports within 7 working days of submission of survey reports, the Parties agree that the survey reports submitted shall be deemed to be approved and in all respects approved by DoT.

The remaining 20% of the Service Fee (the “**Training Fee**”) shall be payable by DoT subject to:

- i. Agency successful completing training to the owners or family members of registered Homestays;
- ii. Provided assistance to DoT for the issuance of certificate to the owners or family members of Homestays who have undergone training;
- iii. Acceptance of training and documentation report by DoT and
- iv. Acceptance of proper bills specifying the number of Homestays trained by DoT.

Note: If DoT fails to approve the training reports within 7 working days of submission of training reports, the Parties agree that the training reports submitted shall be deemed to be approved and in all respects approved by DoT.

Annexure I

[Type the company name]

Format for Survey Report

Submitted to
Department of Tourism
Government of Karnataka
(Specify the date of submission)

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SURVEY REPORT FORMAT

A. SURVEY METHODOLOGY

(In brief explain the methodology adopted for the survey including the duration of the survey, manpower employed, activity schedule, date of issue of Notice to Proceed by DoT etc)

B. DISTRICT PROFILE / INFORMATION

Components	Details
Nearest Tourist Destination (list the tourist destinations)	
Number of Homestays in the district	
Number of Homestays surveyed	
Number of Homestays falling under Category A- Gold Guest Class Certification	
Number of Homestays falling under Category B – Silver Guest Class	

C. PROPERTY INFORMATION

(Provide the following details with respect to each Homestay that are surveyed in a district)

Sl No	Components	Details
1.	Name of the Property	
2.	Property Description	
3.	Name of the Applicant/property owner	
4.	Age	
5.	Occupation	
6.	Contact Number	
7.	Email address	
8.	Languages Know	
9.	Note on their business antecedents	
10.	Proof of Ownership - Title – owned/ leased with copies of sale/ lease deed	
11.	Copy of Land Use Permit from local authorities	
12.	Type of Property – (Conversion details – Agriculture to commercial etc)	
13.	Total Area of the Property (Sqft/Sqmts/ Acres etc)	

SI No	Components	Details
14.	Total number of rooms (maximum number of rooms for offering to the tourists shall be limited to 5)	
15.	Total number of Rooms to be let out with attached toilet	
16.	Size of each room (in Sqft) (single / double)	
17.	Police Clearance certificate (Yes/ No) If yes, copy of the same would need to be collected and submitted	
18.	Any other certificates obtained by the owner or member of Homestay issued by the relevant authority or concerned Department.	
19.	Location : Distance from Airport, railway station and City/ Town Bus Stand/ main shopping centers (in Kms)	
20.	Date on which the Homestay became operational	

D. BRIEF PROFILE OF THE FAMILY MEMBERS RESIDING IN THE PREMISES

SI No	Name of the Family Member	Age	Relationship with the Owner	Contact Details
1.				
2.				
3.				
4.				
5.				

- Whether the owner of the Homestay or his family members are physically residing in the same premises (Yes / No). If yes indicate the number of members staying, name and relationship with the owner etc.
- Family background
- Whether one member in the family is able to communicate in Kannada, English, foreign languages.

SI No	Language	Read (Yes/No)	Write (Yes/No)	Speak (Yes/No)
1.	Kannada			
2.	English			
3.	Hindi			
4.	Other Local			

	Languages			
5.	Foreign language (mention the language known)			

E. FACILITIES IN AND AROUND

(In brief explain the status of all the facilities provided in and around the Homestays)

SI No	Facilities (if any)	Yes	No	Details & Status
1.	Sofas and tables in the common area			
2.	Air Condition (AC) in the common area			
3.	TV in the lobby			
4.	Parking facility			
5.	Safe Deposit Locker			
6.	Swimming Pool			
7.	Gymnasium			
8.	House Keeping			
9.	Laundry Services			
10.	Garden			
11.	Umbrella			
12.	High Speed Internet Access			
13.	Wifi Internet Access			
14.	Library			
15.	Dining area			
16.	Doctor on Call (Name, address and telephone numbers of doctors)			
17.	First Aid Assistance			
18.	Fire place			
19.	Power back up generator			
20.	Smoking rooms			
21.	Security Guards			
22.	Jogging track/ walking area (outside Homestay)			
23.	Indoor games play area etc			
24.	Spa/ massage centre			
25.	Smoke/heat detectors in the house			
26.	Iron box with iron board on request			
27.	Any other facilities			

F. FACILITIES INSIDE THE ROOMS

(In brief explain the status of all the facilities provided inside the Homestays)

SI No	Facilities (if any)	Yes	No	Details & Status
1.	Air Condition (AC)			
2.	TV/ radio			
3.	Tea/Coffee Maker			
4.	Cupboard / Hangers etc			
5.	Dustbins			
6.	Wifi Internet Access			
7.	Phones			
8.	Number of Cot per Bed room (Double / Single)			
9.	Pillows, Bed Spreads/ Rugs etc			
10.	Mosquito Net/ Coil			
11.	Hot/ Cold water running water 24 hours			
12.	Drinking Water			
13.	Door Mats			
14.	Sofas/ Chairs/ Table			
15.	Towels			
16.	Soaps/Shaving cream/Shampoo etc			
17.	Buckets/ mugs etc			
18.	Wash Basin			
19.	Toilets (Western/ Indian)			
20.	Mirror			
21.	Toilet Paper			
22.	Mini fridge			
23.	A mirror at least half a length (3ft)			
24.	A 15 amp earthed power socket in the guest room			
25.	Any other facilities			

G. FOOD PREFERENCES

SI No	Components	Details
1.	Meals (only breakfast, lunch and dinner)	
2.	Food that the family can serve (veg/ non- veg or egg)	
3.	Cuisines family can serve (North Indian, South Indian, continental,Chinese or Others)	

SI No	Components	Details
4.	Drinking Preferences (Alcohol is allowed or not)	
5.	Smoking Preferences (Allowed or not)	

H. HYGIENE

(In brief explain the status of hygiene with respect of each of the components as provided in the table below)

SI No	Components	Yes	No	Details & Status
6.	Bathroom is odour free with adequate lights and ventilation			
7.	Kitchen is odour free with adequate lights and ventilation			
8.	Overall cleanliness in and around the property (Plastics, debris, rubbish, etc)			
9.	Proper disposal of garbage			
10.	Proper disposal of sewerage			
11.	Cleanliness of soft furnishings such as matters/ bed / bed spread/ towels etc			
12.	Cleanliness of the common area			
13.	Common area and room furniture status			
14.	Cleanliness of Plates/ utensils / cutlery etc			
15.	Bedrooms, Bathrooms, public areas and kitchen fully serviced daily and kept clean			
16.	All floor surfaces clean and in good shape			

I. MISCELLANEOUS

SI No	Components	Yes	No	Details & Status
1.	Whether the Homestay is full time operational (7 days a week)			
2.	Assistance to carry luggage on request			
3.	Maintenance of register for guest check in and checkout records			
4.	Whether pick up and drop service from the station/airport/bus stop etc is provided to the guests			

SI No	Components	Yes	No	Details & Status
5.	Whether vehicle is provided to the tourists to travel to the tourists destinations (car, two wheeler, van , jeep etc)			
6.	Whether guide is provided to the tourists			
7.	Number of members to take care of the guest			
8.	Any other services provided			

J. PHOTOGRAPHS OF HOMESTAYS

(Attach at least 2 copies of colour photographs of the entire Homestay, the facilities provided etc and 1 soft copy of all the photographs in a CD).

K. DOCUMENTS ATTACHED TO THIS SURVEY REPORT

(Attach the copy of the ownership documents, police clearance certificate, undertaking and any other documents necessary for running the Homestays etc)

L. OVERALL RECOMMENDATION

(Mention in brief improvements/repairs to be undertaken in the Homestay, the necessary facilities to be provided to the tourists etc)

M. MARKING CRITERIA

SI No	Components	Maximum Marks	Marking Criteria	Total Marks Allotted	Remarks	Details & Status
1.	Location	12	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> • Proximity to tourist destinations <ul style="list-style-type: none"> ▪ Located at > 4 tourists attractions = 8 marks ▪ Located at >2 but < 4 tourists attractions = 6 marks ▪ Located at 1 to 2 tourists attractions = 4 marks • Located at scenic place = 2 marks • Located at farm/estate = 2 marks 			Mention the tourists destinations, distance from the Homestay and type of Homestay
2.	Exterior	10	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> • Exterior environment = 4 marks basis 			Mention the number of parking space allocated for

Sl No	Components	Maximum Marks	Marking Criteria	Total Marks Allotted	Remarks	Details & Status
			<ul style="list-style-type: none"> ▪ Cleanliness = 2 marks ▪ Greenery = 2 marks • Approach = 1 mark • Landscape = 2 marks • Exterior lighting = 2 marks • Parking = 1 mark 			car/bus/two wheeler etc and the overall cleanliness and status
3.	Type of Building	8	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> • Heritage building, Farm houses, Estate bungalow = 8 marks • New construction in traditional architecture = 6 marks • Normal RCC structure = 4 marks • Old tiled houses without much heritage value = 4 marks 			Mention the type of building, its status, age of the building etc
4.	Guest Rooms	12	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> • Furniture = 6 marks <ul style="list-style-type: none"> ▪ Good quality chairs, table and other necessary furniture = 3 marks ▪ Wardrobes with at least 4 hangers = 3 marks Furnishing = 2 marks <ul style="list-style-type: none"> ▪ Comfortable with good quality linen & bedding = 2 marks ▪ Comfortable bed = 1 marks • Décor = 2 marks • Room facilities and amenities = 2 marks (such as proper ventilation and lightings etc) 			Mention the number of chairs, tables, the quality of mattress, thickness of the bed, and its status, the overall cleanliness etc
5.	Bathroom	08	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> ▪ Facilities (such as 24/7 running water hot/cold running water) = 2 marks ▪ Facilities (such as only cold running water) = 1 mark • Good Fittings = 2 mark 			Mention the exact size of the bathroom, status of the bathroom such as necessary toiletries, buckets, water, soaps etc are

Sl No	Components	Maximum Marks	Marking Criteria	Total Marks Allotted	Remarks	Details & Status
			<ul style="list-style-type: none"> Clean Linen = 2 mark Toiletries = 2 marks 			made available to the guests etc
6.	Public Areas	04	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> Furniture = 2 marks <ul style="list-style-type: none"> Antique & good Furniture's such as sofas and tables = 2 mark Good furniture's such as sofa and tables = 1 mark Décor = 2 marks <ul style="list-style-type: none"> Antique Décor = 2 marks Good Décor = 1 marks 			Mention in brief the number of furniture and the status and décor
7.	Food	06	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> Traditional cuisine = 2 marks Multiple choice of cuisine = 2 marks Fresh and good food quality = 2 marks 			Mention the quality of food, the multiple choice of food made available to the tourists etc
8.	Kitchen	06	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> Cleanliness = 2 marks (Daily germicidal cleaning of floors & usage of Good quality cutlery and crockery) State of repair = 2 marks Proper storage of food = 2 marks (pest free and Clean) 			In brief mention the quality of utensils, whether the kitchen is well maintained smoke free, clean, hygienic, odour free, pest free, methods adopted to keep the kitchen clean etc
9.	Cleanliness	10	<p><i>(Circle the appropriate option that applies)</i></p> <ul style="list-style-type: none"> Daily germicidal cleaning of floors = 2 marks Pest /Dust and odour free = 2 marks Washing machines/dryers in the house with arrangements for laundry/ dry cleaning services = 2 			Mention in brief the method adopted to keep the Homestay clean, dust free etc and the status

Sl No	Components	Maximum Marks	Marking Criteria	Total Marks Allotted	Remarks	Details & Status
			marks <ul style="list-style-type: none"> • No seepage = 2 marks • No stagnant water or sewerage in and around the Homestay = 2 marks 			
10.	Hygiene	10	<i>(Circle the appropriate option that applies)</i> <ul style="list-style-type: none"> • Garbage disposal facilities as per municipal laws = 3 marks • Proper Sewerage discharge = 3 marks • Proper Drinking water facility = 4 marks 			Mention the methods adopted towards hygiene and its status, repairs required etc
11.	Safety & Security	04	<i>(Circle the appropriate option that applies)</i> <ul style="list-style-type: none"> • Public area smoke/heat detectors in the house = 1 mark • Public area and room security = 1 mark • Signage = 1 mark • Security guards facilities = 1 mark 			Mention the status and number of security guards etc
12.	Communications	02	<i>(Circle the appropriate option that applies)</i> <ul style="list-style-type: none"> • Phone Service= 1 mark • Internet access = 1 marks 			Mention the status of these facilities
13.	Eco-friendly practices	08	<i>(Circle the appropriate option that applies)</i> <ul style="list-style-type: none"> • Proper Waste management = 2 marks • Proper recycling practices = 2 mark • No plastic = 1 mark • Water conservation / harvesting = 1 mark • Pollution control- air/water/sound/light = 1 mark • Alternative energy usage = 1 mark 			Mention the type of Eco-friendly practices adopted and the status

Note:

Class A-75 and above – Gold Guest Class

Class B- 50- 74 – Silver Guest Class

Not qualified- Less than 50

[Type the company name]

Format for Training Program Report

Submitted to
Department of Tourism
Government of Karnataka
(Insert the date of submission)

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A. TRAINING INFORMATION

SI No	Components	Details
1.	Training Venue	
2.	Number of Hours Trained	
3.	Number of Trainers provided for Training	
4.	Total number of Homestays Trained (Refer to Annexure 1)	
5.	Total Number of Certificates issued (Refer to Annexure 2)	
6.	Brief Description of the training provided	
7.	Overall recommendations	

B. TRAINING PHOTOGRAPHS

(Attach at least 2 copies of colour photographs of the each Training session undertaken and 1 soft copy of all the photographs in a CD).

Annexure 1

C. LIST OF HOMESTAY TRAINED

SI No	Name of the Owner or family members of Homestays	Name of the Homestay & Location	Age	Occupation	Contact Number	Email address	Languages Know	Signature
1.								
2.								
3.								

Annexure 2

D. DETAILS OF CERTIFICATES ISSUED AND EXPIRY DATES

SI No	Name of the Homestay	Date of Issue of Registration Certificates	Expiry Date of Registration Certificates	Date of Training Certificate	Expiry Date of Training Certificate
1.					
2.					

Sl No	Name of the Homestay	Date of Issue of Registration Certificates	Expiry Date of Registration Certificates	Date of Training Certificate	Expiry Date of Training Certificate
3.					

SECTION 6: FORMATS FOR PROPOSAL SUBMISSIONS (ANNEXURES)

ANNEXURE A: TECHNICAL PROPOSAL LETTER FORM

[Location, Date]

FROM: (Name of Agency)

TO: (Name and Address of DoT)

Ladies/Gentlemen:

Subject: Selection of an Agency for Surveying Homestay Accommodations and Impart training to the members of Homestays in Karnataka - Technical Proposal.

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal.
2. The period of validity of the Proposal shall be 120 days.
3. I/ We offer an EMD of Rs. _____ (Rupees _____ only) to DoT in accordance with the RFP Document.
4. I/ We acknowledge the right of DoT to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
6. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We remain,

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address:

ANNEXURE B – DETAILS OF THE AGENCY

1.
 - a Name of the Agency:
 - b Country of incorporation:
 - c Address of the corporate headquarters and its branch office(s), if any, in India:
 - d Date of incorporation:
 - e Date of commencement of business

2. Brief description of the Agency including details of its main lines of business and proposed role and responsibilities in [this Assignment]:

3. Details of individual(s) who will serve as the point of contact/ communication for the DoT:
 - a Name:
 - b Designation:
 - c Company/Firm:
 - d Address:
 - e Telephone Number:
 - f E-Mail Address:
 - g Fax Number:

4. Particulars of the Authorised Signatory of the Agency:
 - a Name:
 - b Designation:
 - c Address:
 - d Phone Number:
 - e Fax Number:

5. A statement by the Agency disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

ANNEXURE C: BRIEF DESCRIPTION OF THE EXPERIENCE OF THE AGENCY IN SIMILAR ASSIGNMENT

Using the format below, provide information on each reference assignment for which your Business Entity, either individually or as one of the major companies within an association, was legally contracted.

Assignment Name:	
Location:	
Name of the Client and Address	
Indicate the number of Homestays or hospitality industry viz., hotels, resorts, hospital, medical/eco/wellness/adventure tourism for which survey or certification or credit rating is undertaken	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and the functions performed 1. 2. 3. 4.	
No. of Staff employed:	
Assignment Start Date (Month/Year)	
Assignment Completion Date (Month/Year):	
Narrative Description of Project and the Services Provided :	

Agency's Name: _____

Instructions:

1. Agencies are expected to provide information in respect of each eligible assignment as per the eligibility criteria specified in the Data Sheet of the RFP.
2. Separate sheet is required to be submitted for each assignment for which the Agency is claiming the experience.
3. For each assignment, indicate, inter alia, the Agency is required to submit the name of the assignment, name of the client and its address, description of services provided, profiles and

names of the staffs, duration of the assignment, and Agency's involvement as per the format provided at Annexure C along with supporting documents such as:

- (a) Client certificate in case of completed assignment indicating clearly details of assignment, client name, services provided, date of award, period of contract etc or
- (b) Satisfactory certificate from the respective client in case of ongoing assignments till the a year 2013 indicating clearly details of assignment, client name, services provided, date of award, period of contract etc.

ANNEXURE D: FINANCIAL CAPACITY OF THE BIDDER

(In Rs. Lakhs)

Bidder Type	Turnover		
	Year 1 (2011-12)	Year 2 (2012-13)	Year 3 (2013-14)
Single Business Entity			
TOTAL			

Name & address of Bidder's Bankers: _____

Instructions:

1. The Bidders shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding year 1 and so on.
3. The Bidder shall provide an Auditor's Certificate specifying the Average Annual Turnover of the Bidder for 3 (three) Financial years preceding the Bid Due Date in accordance with this RFP document.
4. The Bidder shall also submit a certificate from the statutory auditor as per the format provided below:

**Format for Certificate from Statutory Auditor/chartered accountant for
Financial Capacity of the Bidder**

(On the Letterhead of the Statutory Auditor/chartered accountant)

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity], and certify that the Average Annual Turnover of M/s _____ [Name of the Single Business Entity] in the last 3 (three) completed financial year is as follows:

Financial Year 2013-14 is Rs _____/- (Rupees _____ Only)

Financial Year 2012-13 is Rs. _____/- (Rupees _____ Only)

Financial Year 2011-12 is Rs. _____/- (Rupees _____ Only)

Signature and Seal of the Statutory
Auditor/CA clearly
indicating his/her membership number

**ANNEXURE E: COMMENTS AND SUGGESTIONS OF AGENCY ON THE TERMS OF REFERENCE
AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY DOT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by DoT

- 1.
- 2.
- 3.
- 4.
- 5.

AGENCY'S NAME:

RFP for Selection of an Agency for surveying Homestay and impart training to the Owners of Homestays in Karnataka

ANNEXURE F. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(The Agency shall provide a methodology specifying a quality assurance plan by outlining its approach for undertaking the services, the activity scheduling, proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal)

An Indicative Activity Schedule is as under :

No	Activity	Months																																								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36					
1.	Survey of Homestays			●			●			●			●			●			●			●			●			●			●			●			●			●		
2.	Training of Homestay members																																									
3.	Report on surveys of Homestays			●			●			●			●			●			●			●			●			●			●			●			●			●		
4.	Report on Training Program			●			●			●			●			●			●			●			●			●			●			●			●			●		
5.	Monitoring mechanism report																																									
6.	Month No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36					

**RFP for Selection of an Agency for surveying Homestay and impart training
to the Owners of Homestays in Karnataka**

**ANNEXURE G: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL
STAFF**

Proposed Position: _____
Name of Agency: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Business Entity: _____ Nationality: _____
Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Sl. No.	Languages	Reading	Writing	Speaking
1	Kannada			
2	English			
3	Hindi			
4				
5				

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member and authorized representative of the Agency] *Day/Month/Year*

Full name of staff member: _____

Full name of authorized representative: _____

ANNEXURE H- POWER OF ATTORNEY FOR SIGNING OF PROPOSALS

Know all men by these presents, We, (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the **Selection of an Agency for Surveying Homestay Accommodations and Impart training to the members of Homestays in Karnataka** proposed by the Department of Tourism, Government of Karnataka (the “DoT”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to DoT, representing us in all matters before DoT, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with DoT in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with DoT.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

1. _____ 2. _____

Accepted Notarised

(Signature, name, designation and address of the Attorney)

Notes:

◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

◆ *Wherever required, the Agency should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.*

◆ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Agency from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ANNEXURE I- FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Agency)

TO: (Name and Address of DoT)

Ladies/Gentlemen:

Subject: Selection of an Agency for Surveying Homestay Accommodations in the State of Karnataka- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our Financial Proposal is as follows:

Service Fee	In Figures	In Words
Fees per Homestay for undertaking the Services		

The above Financial Proposal is inclusive of all applicable taxes including service tax & other levies, cost of survey, cost of training, remuneration for staff, Sub- Agency' costs, cost of printing, cost of communications, cost of travel & transportation, cost of accommodation, cost of boarding & lodging and the like, and all other costs incurred by the Agency in carrying out the Services per Homestay as described in Appendix A.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of the Agency:

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This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2014

BETWEEN

The Governor of Karnataka, acting through the Director, Department of Tourism, Government of Karnataka (GoK) having its office at 2nd Floor, Khanija Bhavan, 49, Race Course Road, Bangalore, India- 560001 (hereinafter called the "**DoT**" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **ONE PART**.

AND

_____, a company and having its registered office at _____ (hereinafter called the "**Agency**" which expression shall unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the **OTHER PART**.

DoT and Agency are collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- (a) The Department of Tourism (DoT), Government of Karnataka GoK) (hereinafter referred to as "**DoT**") issued Request for Proposal dated _____ for selection of an agency to survey Homestays in the State of Karnataka & classify them into Gold Guest Class and Silver Guest Class. The selected Agency is also required to impart training to the owners or family members of registered Homestays and suggest a suitable monitoring mechanism for successful functioning of Homestays (hereinafter called the "**Assignment**").
- (b) The Agency submitted its proposals for the Assignment, whereby the Agency represented to DoT that they have the required professional skills, and personnel and technical resources and agreed for undertaking the Assignment on the terms and conditions set forth in this Contract.
- (c) DoT, on acceptance of the aforesaid proposals of the Agency, awarded the Assignment to the Agency vide its Letter of Award No. _____ dated _____ [to be inserted, (the "**LOA**")]; The Agency covenants to undertake the Assignment as set forth in the scope of Service at Appendix A (hereinafter referred to as the "**Services**").
- (d) In consideration thereof, DoT shall pay to Agency, the fee as set out in Clause 6 of this Contract (hereinafter referred to as "**Service Fee**") and
- (e) In pursuance of the LOA, the Parties have agreed to enter into this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions and Interpretation

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "**Applicable Law**" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "**Contract**" means the Contract signed by the Parties together with all Appendices;
- (c) "**Contract Period**" shall have the meaning set forth in Clause 2.4.1;
- (d) "**Confidential Information**" shall have the meaning set forth in Clause 3.3 read with the provisions of RFP;
- (e) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP
- (f) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- (g) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause 2.1;
- (h) "**Government**" means the Government of Karnataka;
- (i) "**INR, Re. or Rs.**" means Indian National Rupees;
- (j) "**Party**" means DoT or the Agency, as the case may be, and Parties means both of them;
- (k) "**Personnel**" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof; and 'Key Professional Staff ' means the personnel referred to in Appendix B.
- (l) "**RFP**" means the Request for Proposal document in response to which the Agency's proposal for providing Services was accepted;
- (m) "**Services**" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A;
- (n) "**Service Fee**" means the price to be paid to the Agency by DoT for the performance of the Services with respect to each Homestays, in accordance with Clause 6;
- (o) "**Survey Fee**" means the price to be paid to the Agency by DoT on successful completion of survey with respect to each Homestays, in accordance with Clause 6.2.1;

- (p) **“Sub-Agency ”** means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (q) **“Third party”** means any person or entity other than the Government, DoT, the Agency, or a Sub- Agency.
- (r) **“Trainers”** shall mean the Personnel engaged by the Agency for imparting training for the owner of each of the Homestays across the State of Karnataka;
- (s) **“Training Fee”** means the price to be paid to the Agency by DoT for successful completing the training to the owners or family members of registered Homestays, in accordance with Clause 6.2.1.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Contract
- b. Appendices of Contract
- c. RFP
- d. Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between DoT and the Agency. The Agency shall, subject to this Contract, have complete charge of Personnel’s performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

The Mutual rights and obligations of DoT and the Agency shall be as set forth in the Contract and in particular

- a. The Agency shall carry out the Services specified in Appendix A and in accordance with the provisions of the Contract.
- b. DoT shall assist the Agency as specified in Appendix A and shall make all payments to the Agency in accordance with the provisions of this Contract.

1.4 Governing Law and Jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bangalore shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

1.5 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

1.6 Notices

- 1.6.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DOT at:

The Director
Department of Tourism, Government of Karnataka,
2nd Floor, Khanija Bhavan, Race Course Road,
Bangalore – 560 001.

If to Agency at:

- 1.6.2 In the case of the Agency, be given by email followed by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.7 or to such other person as the Agency may from time to time designate by notice to DoT; provided that notices or other communications to be given to an address outside Bangalore may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or email to the number as the Agency may from time to time specify by notice to DoT;
- 1.6.3 In the case of DoT, be given by facsimile or e-mail and by letter delivered by hand and be addressed to DoT with a copy delivered to DoT Representative set out below in Clause 1.7 or to such other person as DoT may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in Bangalore it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- 1.6.4 Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by DoT or the Agency may be taken or executed by the officials specified in this Clause 1.7.

DoT may, from time to time, designate DoT's Representative. Unless otherwise Representative shall be:

[to be inserted]

The Agency designates Key Professional Staffs as Agency's Representative. Unless otherwise notified, the Agency's Representative shall be:

[to be inserted]

1.8 Taxes and Duties

The Agency and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Service Fee. DoT shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.9 Location

The Services shall be performed at such locations in Karnataka as DoT may approve.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the Parties (the "Effective Date").

2.2 Commencement of Services

Unless otherwise agreed by the Parties, the Agency shall begin to carry out the Services on receipt of notice to proceed (the "Notice to Proceed") from DoT.

2.3 Termination of Contract for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 2.2 above, DoT may, by not less than 2 (two) weeks' notice to the Agency, declare this Contract to be null and void, and in the event of such a declaration, the EMD of the Agency shall stand forfeited.

2.4 Expiration of Contract

- 2.4.1 Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Contract shall, unless extended by the Parties by mutual consent expire after three years from the Effective Date (the “**Contract Period**”) subject to completion of all the deliverables set forth in Appendix- A of this Contract. Upon Termination, DoT shall make payments of all amounts due to the Agency hereunder.
- 2.4.2 The Parties may mutually agree to extend the term of this Contract, for a further period not exceeding one year on terms and conditions agreeable to each other and at the same rate and payment conditions as provided herein for undertaking the Services under this Contract.

2.5 Entire Contract

This Contract and the Annexes together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Contract

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written Contract between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party' s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the

time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Measure to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 7 (seven) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, no payments shall be made by DoT.

2.7.6 Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Contract

DoT may by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this contract, including

the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

2.9 Termination of Contract

2.9.1 By the DoT

DoT may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Agency, to be given after the occurrence of any of the events specified in paragraphs (a) to (h) of this Clause 2.9.1 if :

- a. the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as DoT may have subsequently granted in writing;
- b. the Agency becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d. the Agency submits to DoT a statement which has a material effect on the rights, obligations or interests of DoT and which the Agency knows to be false;
- e. any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. DoT, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to DoT, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause 2.9.2:

- a. if DoT fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- b. If DoT is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by DoT of the Agency' notice specifying such breach;

- c. if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d. DoT fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.3 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration or which expressly survive such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;
- (iii) the Agency obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Agency's Services provided under this Contract; and
- (iv) any right or remedy which a Party may have under this Contract or the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by DoT, the Agency shall proceed as provided, respectively, by Clauses 3.9 and 3.10.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, DoT shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to DoT):

- a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b. except in case of termination pursuant to paragraphs (a) and (b) of Clause 2.9.1 reimburse any reasonable cost incident to the prompt and orderly termination of the Contract prior to the date of termination.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from

the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY:

3.1 General

3.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to DoT, and shall at all times support and safeguard DoT 's legitimate interests in any dealings with Sub Agency or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at Appendix-A of this Contract. The Agency shall provide the Deliverables specified at **Appendix-A** therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Agency comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of contract.

3.2.2 Agency not to be otherwise interested in the Services, the Agency agrees that, during the term of this Contract and after its termination, the Agency shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks lenders at anytime; provided further that this restriction shall not apply to services provided to DoT in continuation of this Services or to any subsequent services provided to DoT in accordance with the rules of DoT. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be.

3.2.3 Prohibition of Conflicting Activities

Neither the Agency nor its Sub- Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- b. after the termination of this Contract, such other activities as may be specified in the Contract; or
- c. At any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Agency Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Agency pursuant to Clause 6 shall constitute the Agency ' sole remuneration in connection with this Contract or the Services, and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or otherwise to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency / vendor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, DoT shall be entitled to terminate this Contract forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, DoT shall deduct the appropriate amount from the payment due to the Agency, if any, as mutually agreed genuine pre-estimated compensation and damages payable to DoT towards, inter alia, the time, cost and effort of DoT, without prejudice to DoT's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of DoT under Clause 3.2.5 above and the other rights and remedies which DoT may have under this Contract, if the Agency is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 '(two) years from the date the Agency is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly,

of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of DoT who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DoT, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser DoT in relation to any matter concerning the Project;

- (ii) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by DoT under this Contract;
- (iv) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by DoT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (H) having a Conflict of Interest; and
- (v) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Agencies with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Agency, its Sub- Agency s and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by DoT to the Agency, its Sub- Agency s and the Personnel; any information provided by or relating to DoT, its technology, technical processes, business affairs or finances or any information relating to DoT employees, officers or other professionals or suppliers, customers, or contractors of DoT; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("Confidential Information"), without the prior written consent of DoT.

Notwithstanding the aforesaid, the Agency, its Sub- Agency s and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the Agency, its Sub- Agency s and the

- Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub- Agency and the Personnel of either of them; was obtained from third party with no known duty to maintain its confidentiality;
- b. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub- Agency and the Personnel of either of them shall give DoT, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - c. is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub- Agency or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub- Agency or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Agency

- 3.4.1 The Agency 's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Agency 's liability towards DoT

The Agency shall, subject to the limitation specified in Clause 3.4.3, be liable to DoT for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to the DoT's property, shall not be liable to DoT:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Service Fee set forth in Clause 6.1 of this Contract, or (b) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- (iii) This limitation of liability specified in Clause 3.4.3 shall not affect the Agency 's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to 3 (three) times the Contract Value.

3.5 Insurance to Be Taken out by the Agency

The Agency (a) shall take out and maintain, and shall cause any Sub- Agency to take out and maintain, at their (or the Sub- Agency', as the case may be) own cost but on terms and conditions approved by DoT, insurance against the risks, and for the coverage, as may be required under the Applicable Law including those specified in the SC; and (b) at DoT 's

request, shall provide evidence to DoT showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Accounting, inspection and auditing

The Agency shall:

- a. keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Agency 's costs and charges); and
- b. permit DoT or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by DoT.

3.7 Agency' Actions Requiring DoT's Prior Approval

The Agency shall obtain DoT 's prior approval in writing before taking any of the following actions:

- a. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub- Agency and the terms and conditions of the subcontract shall have been approved in writing by DoT prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub- Agency and its Personnel pursuant to this Contract;
- b. appointing such members of the Personnel not listed by name in **Appendix B** ("Key Professional Staff and Sub- Agency"),
- c. before commencing the survey of any Homestays.
- d. Before commencement of training to owners or family members of Homestays, the training mechanism and training manual requires approval from DoT.
- e. for any other works/ activities that the Agency intends to carry out and not specified in the Contract.
- f. any other action that may be specified in this Contract.

3.8 Reporting Obligations

The Agency shall submit to DoT the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix A.

3.9 Documents Prepared by the Agency to Be the Property of DoT

All reports and other documents and software submitted by the Agency in accordance with Clause 3.6 shall become and remain the property of DoT, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to DoT, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software.

3.10 Equipment and Materials Furnished by DoT

Equipment and materials made available to the Agency by DoT or purchased by the Agency with funds provided by DoT shall be the property of DoT and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to DoT an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with DoT's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by DoT in writing, shall insure them at the expense of DoT in an amount equal to their replacement value.

3.11 Providing access to Project Office and Personnel

The Agency shall ensure that DoT, and officials of DoT having authority from DoT, are provided unrestricted access to the Office and to all Personnel during office hours. DoT's official, who has been authorized by DoT in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Agency and verify the records relating to the Services for his satisfaction.

3.12 Accuracy of Documents

The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/ authorities, the owners or family members of Homestays and all other details prepared by it as part of the Services. Subject to the provision of Clause 3.4, it shall indemnify DoT against any inaccuracy/copyright issues in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the work carried out

4. AGENCY' PERSONNEL AND SUB- AGENCY

4.1 General

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

The designations, names and the estimated periods of engagement in carrying out the Services by each of the Agency's Personnel are described in Appendix-B of this Contract.

4.3 Approval of Personnel

4.3.1 The Professional Personnel Staff listed in **Appendix-B** of the Contract are hereby approved by DoT. No Professional Personnel shall be engaged as replacement of those agreed upon, without prior approval of DoT.

- 4.3.2 If the Agency hereafter proposes to engage any person as Professional Personnel under the provisions of this Agreement, it shall submit to DoT its proposal along with a CV of such person in the form provided at Annexure 6 of the RFP. DoT may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Agency may propose an alternative person for DoT 's consideration. In the event DoT does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause it shall be deemed to have been approved by DoT.

4.4 Substitution of Key Professional Staff

DoT expects all the Key Professional Staff specified in the Proposal to be available during implementation of the Contract. DoT will not consider any substitution of Key Professional Staff except under compelling circumstances beyond the control of the Agency and the concerned Key Professional Staff. Such substitution shall be limited to not more than two Key Professional Staff subject to equally or better qualified and experienced personnel being provided to the satisfaction of DoT. Without prejudice to the foregoing, substitution of Key Professional Staff shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the Service Fee. In case of a second substitution, such reduction shall be equal to 20% (Twenty per cent) of the Service Fee who is proposed to be substituted.

5. OBLIGATIONS OF THE DOT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, DoT shall use its best efforts to ensure that the Government shall:

- a. provide the Agency and Personnel with work permits and such other documents as may be necessary to enable the Agency or Personnel to perform the Services; .
- b. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services

5.2 Facilities

DoT shall make available to the Agency and the Personnel, for the purposes of the services and free of any charge, the facilities described in **Appendix C** at the times and in the manner specified in said Appendix C, provided that if such services, facilities and property shall not be made available to the Agency as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the Services, (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Agency as a result thereof.

5.3 Payment

In consideration of the Services performed by the Agency under this Contract, DoT shall make to the Agency such payments and in such manner as is provided in Clause 6 of this Contract.

5.4 Roles and responsibility of District Level officer(s) of DoT

The roles and responsibilities of the District Level Officer(s) of DoT shall be as follows:

- i. Generally supervise/oversee various activities carried out by the Agency under this Contract.
- ii. Communicate to the Homestay Members enrolled regarding date and time of survey and providing them with the details of the Agency.
- iii. Monitor surveys being conducted by the Agency as per the policy formulated by DoT.
- iv. Convey a meeting with all the Homestay associations in Karnataka regarding the activities to be undertaken by the Agency.
- v. Report to DoT / bring to the notice of DoT any major issues that would need to be resolved by DoT with respect to performing of Services by the Agency.
- vi. Provide venue at the District Head Quarters to the Agency for the purpose of conducting periodical training to the members of Homestays as and when required.

5.5 Roles and responsibility of DoT

- i. Ensure issuance of Notice to Proceed to the Agency every quarter.
- ii. Ensure that the details of the Homestay applications received by DoT are provided to Agency for carrying out its Services.
- iii. Appoint a nodal officer who would coordinate with the Agency on the day to day activities.
- iv. Verify all reports submitted by Agency under this Contract
- v. Verify the invoices submitted by the Agency

6. PAYMENT TO THE AGENCY

In consideration of the Services performed by the Agency under this Contract, DoT shall make to the Agency such payments and in such manner as is provided in Clause 6 of this Contract.

6.1 Service Fee

DoT shall pay an amount of Rs._____ (Rupees_____Only) per Homestay (the “**Service Fee**”) to the Agency for undertaking the Services. The Service Fee is inclusive of all applicable taxes including service tax & other levies, cost of survey, cost of training, remuneration for staff, Sub- Agency’ costs, cost of printing, communications, travel & transportation, accommodation, boarding & lodging and the like, and all other costs incurred by the Agency in carrying out the Services per Homestay described in Appendix A.

6.2 Mode of Billing and Payment

6.2.1 The billing and payments in respect of the Services to be provided by the Agency during the Contract Period shall be made as follows:

From the Service Fee quoted by the selected Agency for each Homestay, 80% of the Service Fee (the” **Survey Fee**”) shall be payable by DoT subject to:

- i. Agency successfully completing the survey of Homestays for which DoT has issued Notice to Proceed every quarter;
- ii. Agency had made presentation on observations noticed during the survey;
- iii. Acceptance of survey report and digital data by DoT;
- iv. Acceptance of proper bills specifying the number of Homestays surveyed by DoT;

Note: If DoT fails to approve the survey reports within 7 working days of submission of survey reports, the Parties agree that the survey reports submitted shall be deemed to be approved and in all respects approved by DoT.

The remaining 20% of the Service Fee (the “**Training Fee**”) shall be payable by DoT subject to:

- i. Agency successful completing training to the owners or family members of registered Homestays;
- ii. Provided assistance to DoT for the issuance of certificate to the owners or family members of Homestays who have undergone training;
- iii. Acceptance of training and documentation report by DoT and
- iv. Acceptance of proper bills specifying the number of Homestays trained by DoT.

Note: If DoT fails to approve the training reports within 7 working days of submission of training reports, the Parties agree that the training reports submitted shall be deemed to be approved and in all respects approved by DoT.

For Example:

If the Service Fee quoted by the Agency for the Services is Rs.1000/- per Homestay and the number of Homestays surveyed is 300, then

- i. **Survey Fee** = 80% of the Service Fee per Homestay quoted by the Agency x the number of Homestays surveyed

$$\begin{aligned} \text{i.e Survey Fee} &= 80\% \times 1000 \times 300 \\ &= \text{Rs.2,40,000/-} \end{aligned}$$

Similarly, if the Service Fee quoted by the Agency for the Services is Rs.1000/- and the number of Homestays surveyed is 300, then

- ii. **Training Fee** = 20% of the Service Fee quoted by the Agency x the number of Homestays surveyed.

$$\begin{aligned} \text{i.e Survey Fee} &= 20\% \times 1000 \times 300 \\ &= \text{Rs.60,000/-} \end{aligned}$$

- 6.2.2 The Agency is required to raise separate bills as under:
- i. Bill for payment of Survey Fee within 7 days of acceptance of the survey report and digital data by DoT. The bill should specify the total number of Homestays surveyed.
 - ii. Bill for payment of Training Fee within 7 days of acceptance of training report by DoT. The bill should specify the number of Homestays surveyed.
- 6.2.3 DoT shall cause the payment due to the Agency within 30 (thirty) days after receipt by DoT of duly completed bills with necessary particulars.
- 6.2.4 Any amount which DoT has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agency to DoT within 30 (thirty) days after receipt by the Agency of notice thereof. Any such claim by DoT for reimbursement must be made within 1 (one) year after receipt by DoT of the respective report. Any delay by the Agency in reimbursement shall attract simple interest @ 10% (ten percent) per annum.
- 6.2.5 All payments under this Contract shall be made to the account of Agency as may be notified to DoT by the Agency.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in **Appendix D**.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Liquidated Damages

The following are the circumstances that may lead to deficiency in the Services by the Agency during the Contract Period and the Agency shall be liable to pay liquidated damages of 1% of the Service Fee per Homestay per month.

- a. If the Agency does not complete the survey of all Homestays for which DoT has received applications upto 31st July, 2014 within 3 months from the date of entering into a Contract with DoT.
- b. If the Agency does not submit the survey report and the digital data within 7 days of making the presentation on survey.
- c. If the Agency does not submit the training report within 15 days from the date of completion of training.
- d. If the Agency does not submit the monitoring mechanism report within 3 months from the date of entering into the Contract with DoT.

7.2 Deduction from Payments to Agency

DoT shall have the right to deduct from the Service Fee payable to the Agency for each Homestay , in whole or in part, without notice to the Agency in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under his Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

9.2 Dispute Settlement

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon of DoT and the Chairman of the Board of Directors of the Agency or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as ay be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Bangalore and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties as from the date it is made, and the Agency and DoT agree and undertake to carry out such Award without delay.
- 9.4.4 The Agency and DoT agree that an Award may be enforced against the Agency and/or DoT, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

EXECUTED for and on behalf of **DEPARTMENT OF TOURISM:**

Signature: _____

Name: _____

Designation: _____

EXECUTED for and on behalf of the **AGENCY:**

Signature: _____

Name: _____

Designation: _____

Witness:

1) _____ 2) _____

Appendix A: Description of the Services

Refer Section 5- Terms of Reference

Appendix B: Professional Key Staff and Sub- Agency

[List under: B-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Professional Staff to be assigned to work],

B-2 List of approved Sub- Agency [if already available];

[List under: B3 – Information on the name, minimum qualification, experience and other details about the Trainers to be attached here and signed by the parties on approval of the same

Appendix C: Facilities to be provided by DoT

The following are the facilities and property that would be made available to the Agency by DoT:

1. Provide the venue at the District Headquarters to the Agency for the purpose of providing training to the owners of registered Homestay throughout the Contract Period.
2. Cost of training venue including refreshments etc
3. Provide the list of Homestays registered with DoT
4. Provide an indicative check list for approval of Homestays
5. Provide the Karnataka Tourism Policy

Appendix D: Cost Estimates in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. *Monthly rates for local Personnel (Key Professional Staff and other Personnel)*
2. *Reimbursable expenditure:*

This appendix will exclusively be used for determining remuneration for additional services.