ಸಮರ್ಥನ ಸಂದರ್ಭ ಸಮರ್ಥನಗಳು

ಕ್ರಮ: ಸಮರ್ಥನಾಯಕರುಳ್ಳರು ವೇದಿಕೆಗಳಿಗೆ ಕಾರ್ಯ ಕ್ರಮ ಸ್ಥಳದಲ್ಲಿ ಸಂಬಂಧಿಸಿದ್ದಾರೆ ತನ್ನಾಗಿ ಸಂಬಂಧಿಸಿದ್ದಾರೆ ಅಥವಾ ಸಂಸ್ಥಾಪಿಸಿದ್ದಾರೆ ಆರೋಧಗಳಿಗಾಯ ಸರಿಸ್ಪರ್ಷಿಸಿದ್ದರು.

ಸಂಖ್ಯೆ: 1) ಸಂಬಂಧಿಸಿದ್ದರು, ಸ್ಮರಣಲಿಂಗದ ಅನುಮತಿಯಾಣವರು ಕ್ರಮ
ಸ್ಥಳ: ಗಿಡ್ಜ/ಸೇಂಟ್-2/229/2013-14(ಸೇನ್-1)
2) ಸಂಬಂಧಿಸಿದ್ದರು, ವರ್ಧಿಯಾಣವರು, ಷೇರು 190 ಸಂಸ್ಥಾ 2014[1]
ತಂಡ: 16-3-2015

****

ಇವುಗಳು ಸಮರ್ಥನಾಯಕರುಳ್ಳರು ಸ್ಮರಣೀಯಗಳು ಸಮರ್ಥನಗಳು. ತನ್ನಾಗಿ ಸಮರ್ಥನಾಯಕರುಳ್ಳರು ಸ್ಮರಣೀಯ ಸಂದರ್ಭಗಳಿಗೆ ಕಾರ್ಯ ಕ್ರಮ ಸ್ಥಳದಲ್ಲಿ ಸಂಬಂಧಿಸಿದ್ದಾರೆ ತನ್ನಾಗಿ ಸಂಬಂಧಿಸಿದ್ದಾರೆ ಅಥವಾ ಸಂಸ್ಥಾಪಿಸಿದ್ದಾರೆ ಆರೋಧಗಳಿಗಾಯ ಸರಿಸ್ಪರ್ಷಿಸಿದ್ದರು.

ದಕ್ಷಿಣ ಕರ್ನಾಟಕದಲ್ಲಿ ಸ್ಮರಣ ಸಂಬಂಧಿಸಿದ್ದರು ಕೈಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ್ದಾರೆ ಮೇಲೆಯೊಂದು ವೇದಿಕೆಯ ಸಮರ್ಥನಗಳನ್ನು ಸ್ಮರಣೀಯಗಳು ಸಂಖ್ಯೆ 3 ತಂಡದಲ್ಲಿ ಹೊಂದಿಕೊಂಡಿದ್ದಾರೆ. ಸಮರ್ಥನಗಳನ್ನು ತೆಗೆದುಕೊಳ್ಳಲು ಮೇಲೆಯೊಂದು ಕೈಗಳನ್ನು ಸಮರ್ಥನಗಳಿಗೆ ಹೊಂದಿಸಿದ್ದಾರೆ. ಆದರೆ ಸಮರ್ಥನಗಳನ್ನು ಪಡೆದುಕೊಳ್ಳಲು ಮೇಲೆಯೊಂದು ಕೈಗಳನ್ನು ಸಮರ್ಥನಗಳಿಗೆ ಹೊಂದಿಸಿದ್ದಾರೆ. ಆದರೆ ಸಮರ್ಥನಗಳನ್ನು ಪಡೆದುಕೊಳ್ಳಲು ಮೇಲೆಯೊಂದು ಕೈಗಳನ್ನು ಸಮರ್ಥನಗಳಿಗೆ ಹೊಂದಿಸಿದ್ದಾರೆ.

1. ಕಂಪೆನಿ ಶ್ರೇಣಿ ಛೇ. ನೆನೆ
2. ಕೊಂಪಿ ಶ್ರೇಣಿ ಛೇ. ನೆನೆ
3. ವೈ. ಶ್ರೇಣಿ, ನೆನೆ
4. ವೈ. ಶ್ರೇಣಿ ಛೇ, ನೆನೆ.
ಇನ್ನೊಂದು ಕಾರ್ಯನದಿ ವಿವರವಾಗಿ ಅಭ್ಯಾಸಕರು ವಿವರಗಳಿಂದಾಗಿ ಅಭ್ಯಾಸಕರು ವಿವರಿಸಬಹುದು. ಸರಿಸ್ವತ್ತಿ ಕಾರ್ಯನದಿಯಲ್ಲಿ ಸರಿಸ್ವತ್ತಿ ವಿವರಗಳಿಂದಾಗಿ 18 ಕ್ಯಾಟಿಯ ಸಂಸ್ಥೆಗಳಿಗೆ ಸೇವೆಗೆ 3 ಕ್ಯಾಟಿಗೆ ಶ್ರಮಕ್ಕಾಗಿ ಸಂದರ್ಶನದ ತಾಜು 21 ಕ್ಯಾಟಿಗೆ ಸಂಸ್ಥೆಗಳಿಗೆ ಶೇಖರಿಸಲು ಕಾರ್ಯ. ಕಾರಾರು ಸುತ್ತಲು ಕಾರ್ಯಕ್ರಮದಲ್ಲಿ ಸಂಸ್ಥೆಗಳಿಗೆ ಅಭ್ಯಾಸಕರು ವಿವರಿಸಿತ್ತದೆ. ಇದು ನಂತರದ ಕಾರ್ಯಕ್ರಮದಲ್ಲಿ ಅಭ್ಯಾಸಕರು ಶ್ರಮಕ್ಕಾಗಿ ಸಂದರ್ಶನದ ತಾಜು 21 ಕ್ಯಾಟಿಗೆ ಸಂಸ್ಥೆಗಳಿಗೆ ಶೇಖರಿಸಲು ಕಾರ್ಯ. ಕಾರಾರು ಸುತ್ತಲು ಕಾರ್ಯಕ್ರಮದಲ್ಲಿ ಅಭ್ಯಾಸಕರು ವಿವರಿಸಿತ್ತದೆ.

ಇದರೂ, ಸರಿಸ್ವತ್ತ ಶ್ರಮಕ್ಕಾಗಿ ಸಂಸ್ಥೆಗಳಿಗೆ 180 ಕ್ಯಾಟಿಗೆ 2014. ಅಣ್ಣನಿಯತೆ, ತಾಜು 3-6-2015.

ಅಭ್ಯಾಸಕರು ಅಭ್ಯಾಸಕರು ಕಾರಾರು ಸರಿಸ್ವತ್ತಿ ವಿವರಗಳಿಂದಾಗಿ ಸರಿಸ್ವತ್ತಿ ವಿವರಗಳಿಂದಾಗಿ ಅಭ್ಯಾಸಕರು ಕಾರಾರು ಸರಿಸ್ವತ್ತಿ ಕಾರ್ಯಕ್ರಮದಲ್ಲಿ ಅಭ್ಯಾಸಕರು ಕಾರಾರು ಸರಿಸ್ವತ್ತಿ ತಾಜು 2015-2016ಗೆ ಶೇಖರಿಸಲು ಕಾರ್ಯ. ಸರಿಸ್ವತ್ತಿ 21 ಕ್ಯಾಟಿಗೆ ಸಂಸ್ಥೆಗಳಿಗೆ ಶೇಖರಿಸಲು ಕಾರ್ಯ. ಸರಿಸ್ವತ್ತಿ 21 ಕ್ಯಾಟಿಗೆ ಸಂಸ್ಥೆಗಳಿಗೆ ಶೇಖರಿಸಲು ಕಾರ್ಯ.

ಲಿಸೆನ್ಸ್
1. ಗಣ್ಣನಾಮಯಾರು(ಪ್ರಾರಂಭೀಕರಣಕಾಲದಲ್ಲಿ), ಸರಿಸ್ವತ್ತಿ, ಅಣ್ಣನಿಯತೆ.
2. ಅಣ್ಣನಿಯತೆ, ಸರಿಸ್ವತ್ತಿಯಾಗುವ ತಾಜು, ಕಾರಾರು ಸರಿಸ್ವತ್ತಿ.
3. ತಾಜು ಸರಿಸ್ವತ್ತಿ, ಅಣ್ಣ ಅಣ್ಣನಿಯತೆ, ಸರಿಸ್ವತ್ತಿ-1
4. ಕ್ಯಾಟಿ ಚೆವರು/ ಅಣ್ಣ ಚೆವರು
Annexure to Government Order No. 190 तथा 2014,
Dated: 03-06-2015.

Terms and Conditions Governing Empanelment of Rating Agencies

1. Validity of Empanelment
The rating agency has been empanelled ("Rating Agency") by iDeCK on behalf of Tourism Department, Government of Karnataka ("Tourism Department") considering the capability of the Rating Agency based on the information submitted by the Rating Agency as outlined in the EOI Document Issued on 2nd January, 2015.
This empanelment shall be valid for the rating of all tourism infrastructure and products ("Tourism Products") as defined under the Karnataka Tourism Policy, 2015-2020. Tourism Department reserves the right to extend the empanelment to any other facilities and services related to the tourism sector, if it so desires.

2. Role of Rating Agency
(a) The rating process would be valid for the Tourism Products in Karnataka, as stipulated in Karnataka Tourism Policy 2015-2020.
(b) Within 30 days of the issue of terms and conditions governing Empanelment, the Rating Agency(ies), in coordination with iDeCK shall:
   i. Standardize the pre-defined parameters for rating of the Tourism Products. These parameters would be approved by Tourism Department before commencement of the Rating Process.
   ii. Establish a standard Rating Mechanism on rating scale (A-E) with modifier as (+) or (-) and defining the same. The modifiers will not be applicable for D and E.
   iii. Finalize the format for digital submission of Rating Report.
   iv. Finalize the format for Rating Certificate to be awarded to the Owner/Service Provider of the Tourism Product.
(c) The Rating Agency shall undertake all necessary activities required for conducting the process of rating, including visit to the site, physical assessment of assets, interactions with the relevant personnel.
(d) Upon acceptance of the rating by the Owner/Service Provider of the Tourism Product and issuance of the Rating Certificate, such Rating Certificate along with the corresponding Rating Report shall be submitted in non-editable digital form for uploading on digital platform to iDeCK and the same shall be uploaded on the website of the respective Rating Agency.

3. Role of iDeCK
The role of iDeCK shall be as follows:
(a) Co-ordinate with the Department of Tourism, GoK for the following activities:
   i. Streamlining of the list of tourism facilities and services that would need to be rated.
   ii. Assist in standardization of the parameters for rating of tourism facilities and services in consultation with the Rating Agency.
iii. Standardization of reporting mechanism to the Government for each identified tourism facilities and services.

(b) Create a digital platform for dissemination of the information of ratings and detailed rating report, if any, provided by the Rating Agency and upload the same on the Digital Platform.

(c) Maintaining inventory of:
   i. Ratings carried out for each tourism facilities and services by different agencies.
   ii. Ratings carried out by each Rating Agency for various Tourism facilities and services.

(d) Co-ordinate quarterly meetings between the Rating Agencies to discuss any concerns and track the progress/activities being taken up as part of this empanelment process for reporting it to the Government.

(e) Nominate a nodal officer for day to day co-ordination and interaction with the Rating Agency.

(f) The term for assistance provided by IDeCK would be co-terminus with the term of Empanelment of the Rating Agency with DoT vide Certificate of Empanelment dated 10th April 2015.

4. Empanelment Period
   (a) Unless the empanelment is revoked / cancelled by Tourism Department, the empanelment of the Rating Agency shall be valid for a period of 3 (three) years from the date of the award of Empanelment Certificate issued by Tourism Department ("Empanelment Period").

   (b) Further, 30 days prior to expiry of Empanelment Period, the Rating Agency may, if it so desires, submit a new application for fresh empanelment as per the applicable terms and conditions. Extension of the Empanelment period shall be at the discretion of DoT.

5. Multiple Rating Assessments
   (a) The Owner/ Service Provider of a Tourism Product may opt for having his/her Tourism Product rated more than once, from the same Rating Agency.

   (b) In case the Owner/ Service Provider of a Tourism Product decides to opt for having his/her Tourism Product rated more than once within the same calendar year, the Tourism Department shall adopt the rating accorded as per the latest Rating Certificate.

6. Exclusivity
   Only the Rating Certificates issued by the Rating Agencies empanelled under the process referred to in Clause 1 above, shall be recognized by the Tourism Department.

7. Arrangement between Rating Agency(ies) and Owner/ Service Provider of the Tourism Product
   (a) The Rating Agency(ies) will assign Rating to the Tourism Facility / Service based on pre-defined parameter. The prices and all other terms and conditions including those related to rating mechanism, delivery, time frame, rating fee, payment terms, surveillance period, renewal etc. shall be as mutually agreed between the Rating Agency(ies) and the Owner/ Service Provider of the Tourism Product.
(b) The Floor Rate for respective Tourism Products would be the maximum amount that may be reimbursed by the Tourism Department to the Owner/Service Provider of the Tourism Product as subsidy for getting their Tourism Product rated through the Rating Agency. The Floor Rate for providing the rating for Tourism Products would be as set out in Annexure 1.

(c) Rating Agency(ies) would be free to charge over and above the Floor Rate for providing the rating services.

8. Reporting obligations

The Rating Agencies shall submit to the IDeCK a monthly report comprising inter-alia the details about the rating undertaken for tourism products and details about the owner/service provider to whom the Rating Certificates are issued.

9. Advertising and promoting the concept of Rating

Rating Agencies will undertake necessary steps to advertise and promote the concept of rating to generate awareness across the state about the benefits of getting rated.

10. Team Composition

The Rating Agencies would be required to submit to IDeCK, the details of team composition identified for undertaking the rating process.

11. Monitoring of the Rating Programme

(a) During the Empanelment Period, Tourism Department shall (either directly or through IDeCK) have the right to monitor the rating process adopted by the Rating Agency(ies) with a view to ascertain their compliance with the Terms and Conditions Governing Empanelment. The Rating Agency shall be under obligation to provide all reasonable support, information and cooperation to Tourism Department/IDeCK for the same.

(b) The Rating Agency shall nominate one person as the nodal officer for day-to-day interactions with Tourism Department/IDeCK. It is clarified that the Rating Agency(ies) shall be responsible and accountable for the activities performed by such nodal officer.

12. Revocation/cancellation of empanelment

(a) If as an outcome of any monitoring conducted, or, as otherwise reasonably determined by Tourism Department, any Rating Agency has failed to perform its obligations and/or has failed to comply with the Terms and Conditions Governing Empanelment in any material respect, Tourism Department shall be within its rights to revoke and cancel the empanelment of the Rating Agency concerned.

(b) Provided that prior to revocation/cancellation of the empanelment Tourism Department may, if it deems necessary, ask the Rating Agency to explain the reasons of its failure in complying with the Terms and Conditions Governing Empanelment and thereupon take any decision that Tourism Department may consider appropriate.
Tourism Department may, at any time, terminate the empanelment by giving written notice to the Rating Agency, if the Rating Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Tourism Department.

13. Addition of Empanelled Rating Agency(ies)
Tourism Department shall reserve the right to undertake empanelment process for empanelling additional Rating Agency(ies) from time to time.

14. Liability
(a) The empanelment of the Rating Agency is not to be construed in any way as diminishing or substituting the mutual contractual responsibilities/obligations between the Rating Agency and the Owner/Service Provider of Tourism Products.
(b) While the Empanelment Certificate issued by Tourism Department will normally be a sound indicator of the capability of Rating Agency to provide the services as per the Empanelment Process documents, Tourism Department/IDeCK in no way guarantee the performance of or by the Rating Agency(ies). The Rating Agency would duly inform the Facility Owner/Service Provider of this fact and seek their acknowledgement and acceptance of the same.

15. Continued Eligibility of the Empanelled Rating Agency(ies)
(a) At the end of a period of one year from the date of issue of Empanelment Certificate by Tourism Department to the Rating Agency, the Rating Agency shall submit a written undertaking to Tourism Department stating their continued eligibility as per the requirements of the Empanelment Process document accompanied by the supporting documents.
(b) The Rating Agency shall be under obligation to immediately inform in writing to Tourism Department/IDeCK in the event of the following:
   i. It no longer complies with the eligibility requirements of the Empanelment Process document
   ii. Any other factor that would have the potential to materially adversely affect its ability to perform the role envisaged in the Empanelment Process.
(c) Based on the submissions made by the Empanelled Rating Agency or otherwise determined by Tourism Department/IDeCK, if the Rating Agency does not continue to meet the eligibility criteria as per the requirements of the Empanelment Process document, Tourism Department shall be within its rights to revoke and cancel the empanelment of the Rating Agency concerned.

16. Indemnity
Rating Agency shall indemnify and keep indemnified Tourism Department/IDeCK, their officers, directors, agents and the consultants from and against all consequences and liabilities arising out of or in any way connected with the Rating Agency's negligence, fault, nuisance, breach and failure to perform its obligations under or pursuant to this empanelment.
17. Other Terms

(a) Tourism Department/IDeCK do not make any express or implied representations in relation to the volume of business that any or all of the Empanelled Rating Agency(ies) may secure with respect to rating of Tourism Products.

(b) By seeking to empanel themselves, the Rating Agency(ies) shall be deemed to have made careful examination of all the relevant factors, nature of enterprise, the quantum of business and its likelihood. Tourism Department/IDeCK shall not be liable for any omission or mistake or error or neglect by the Applicants/Rating Agency(ies) in respect of the above.

(c) Rating Agency(ies) shall be responsible to comply with all Applicable Laws and shall take all practicable steps to ensure that its officers, employees, agents and advisors, comply with the Applicable Laws.

18. Representations and Warranties of the Rating Agency:

Rating Agency represents and warrants to Tourism Department/IDeCK that:

(a) It is duly organized, validly existing and in good standing under the laws of the Jurisdiction of its incorporation;

(b) It has full power and authority to execute, deliver and perform its obligations under this empanelment and to carry out the transactions contemplated hereby;

(c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this empanelment;

(d) It has the necessary capabilities essential to undertake and discharge the obligation contemplated pursuant to this empanelment;

(e) This empanelment constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(f) It is subject to civil and commercial laws of India with respect to this empanelment;

(g) There are no actions, suits, proceedings, or investigations pending or, to Rating Agency(ies) knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of Rating Agency under this empanelment or which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or any impairment of its ability to perform its obligations and duties under this empanelment;

(h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any material adverse effect or impairment of Rating Agency’s ability to perform its obligations and duties pursuant to the empanelment;
(i) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this empanelment;

(j) No representation or warranty by Empanelment Rating Agency contained herein or in any other document furnished by it to Tourism Department/ IDeCK in relation to applicable certificates, permits, permissions, licenses and other such necessary approvals and sanctions required under the empanelment or the empanelment process contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

(k) No sums, in cash or kind, have been paid or will be paid by or on behalf of the Rating Agency, to any person by way of price, commission or otherwise for securing the empanelment or for influencing or attempting to influence any officer or employee of Tourism Department/ IDeCK in connection therewith.

Any of the Representations and Warranties herein contained, if found to be untrue shall constitute breach of the terms and conditions governing empanelment.

[Signature]

[Mohan K.]
Under Secretary to Government
Tourism Department.
## Annexure 1

### Schedule of Floor Rate for Rating

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Tourism Product</th>
<th>Fee in Rs.</th>
<th>Fee in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>If annual turnover is above INR One crore</td>
<td>If annual turnover is less than or equal to INR One crore</td>
</tr>
<tr>
<td>1</td>
<td>Hotels and Resorts</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>2</td>
<td>Caravan Park</td>
<td>31,000</td>
<td>10,000</td>
</tr>
<tr>
<td>3</td>
<td>Museums and Galleries</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>4</td>
<td>Eco-Tourism</td>
<td>39,000</td>
<td>13,000</td>
</tr>
<tr>
<td>5</td>
<td>Rural Tourism Project</td>
<td>31,000</td>
<td>10,000</td>
</tr>
<tr>
<td>6</td>
<td>Agri Tourism Centre</td>
<td>31,000</td>
<td>10,000</td>
</tr>
<tr>
<td>7</td>
<td>Cruise Tourism</td>
<td>39,000</td>
<td>13,000</td>
</tr>
<tr>
<td>8</td>
<td>Adventure Tourism</td>
<td>39,000</td>
<td>13,000</td>
</tr>
<tr>
<td>9</td>
<td>Entertainment Parks</td>
<td>31,000</td>
<td>10,000</td>
</tr>
<tr>
<td>10</td>
<td>Wayside Amenities</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>11</td>
<td>Yatri Niwas</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>12</td>
<td>Yuva Vasatigraha (Youth Hostels)</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>13</td>
<td>Wellness/Holistic Health Centre</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>14</td>
<td>Interpretation Centre</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>15</td>
<td>Tourist Information Kiosk</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>16</td>
<td>Tourist Information Centre</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>17</td>
<td>Vocational Training Institutes (Training and HRD Infrastructure)</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>18</td>
<td>Heritage hotels</td>
<td>31,000</td>
<td>10,000</td>
</tr>
<tr>
<td>19</td>
<td>Tour operators</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>20</td>
<td>Infrastructure and facilities available at tourism destinations</td>
<td>21,000</td>
<td>7,000</td>
</tr>
<tr>
<td>21</td>
<td>Homestays</td>
<td>21,000</td>
<td>7,000</td>
</tr>
</tbody>
</table>

**Note:**

1. The Floor Rates may be revised by DoT at its sole discretion.
2. The rates set out above are exclusive of taxes, as applicable.

[Signature]

Under Secretary to Government Tourism Department.