

TERMS OF REFERENCE & SCOPE OF SERVICES FOR INDIVIDUAL CONSULTANTS

1. Background:

Uttarakhand Tourism Development Board is the highest body to advise Government on all matters relating to tourism in the State. The statutory board is chaired by the Tourism Minister Govt. of Uttarakhand and Chief Secretary of Uttarakhand is its Vice Chairman. The Principal Secretary/ Secretary tourism acts as Chief Executive Officer. It also has five non- official members from the private sector and experts in tourism related matters.

The Board also functions as a regulatory and licensing Authority.

Mission & Vision.

- To place Uttarakhand on the tourism map of the world as one of the leading tourist destinations, and to make Uttarakhand synonymous with tourism.
- To develop the manifold tourism related resources of the State in an eco-friendly manner, with the active participation of the private sector and the local host communities.
- To develop tourism as a major source of employment and income/revenue generation and as a pivot of the economic and social development in the State.

2. Objective of the assignment:

The objective of this assignment is to assist the Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB) and her/his officers, staff in functioning of UTDB.

3. Qualification, Professional Experience, Tasks:

As given in the Annexure -1.

4. Format for submitting application:

Suggested format as per Annexure - 2. In case experience certificate is not readily available, self-undertaking will be considered. However, UTDB reserves the right to verify the same.

5. Contract Period:

On full-time basis in UTDB head office at Dehradun for six (6) months, subject to satisfactory performance. It may be renewed for further periods but not exceeding in aggregate one year on same terms and conditions.

In case performance is found to be not satisfactory, contract can be terminated with 30 days' prior written notice or remuneration *in lieu* thereof.

Contract format is attached as Annexure - 3

6. Data, services and facilities to be provided by the UTDB:

- (i) All the concerned Project / Programme documents as may be required;
- (ii) Appropriate office accommodation with furniture, computer and other accessories for effective functioning;
- (iii) Transport for official work; and
- (iv) Travel, lodging & Boarding entitlements as per applicable Board's rules during official tours outside Headquarters (Dehradun).

The Consultant shall be responsible for transport from residence to office and back at their own cost.

7. Final outputs that will be required of the Consultant:

Monthly report of work/tasks accomplished during previous month.

In addition, periodical reports and documents to the Chief Executive Officer, UTDB, their officers and staff as and when required for the completion of the various tasks assigned.

8. Review and monitoring of the Consultant work:

The Nodal officer nominated by CEO will review the work of the Consultant monthly and recommend payment of monthly remuneration subject to satisfactory performance.

9. Remuneration & Leave:

A consolidated amount per month given in the Annexure shall be paid. No other emoluments or reimbursement of taxes will be paid.

The Consultant will be eligible for total of 06 (six) leaves in six months contract duration (for extended contract period leave may be calculated on prorata basis i.e. one per month), excluding 1 (one) day of restricted holiday in six months contract period. Leave of absence for more than total allowed leaves in contract duration will be treated as leave without pay. Nevertheless, casual leave of more than 3 working days at a stretch will not be granted. However, in exceptional circumstances the Chief Executive Officer may relax this condition.

10. General Terms:

- (i) All communications including Expression of Interest for the proposed assignment will be issued in English language only.
- (ii) EOI submitted in any mode other than through www.uktenders.gov.in shall not be considered and shall be rejected. Applicant needs appropriate Digital Key. For any guidance, may contact helpdesk of the GoUk e-portal.
- (iii) The Consultant will be selected in accordance with the Uttarakhand Procurement Rules, 2017 and this EOI.
- (iv) The selected Consultant will have to sign an Agreement with the Authority.
- (v) The EOI shall be valid for a period of 90 days from the date of opening of the EOI.
- (vi) The Applicants shall be responsible for all of the costs associated with the preparation of their EOI, Digital Signature and their participation in the Selection Process including visits to the Authority's office, interview, etc., The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- (vii) Interview of the candidates shall be in-person or through VC.
- (viii) Consultants shall be grouped in various working teams as per requirement. Each team will have a Team Leader to be identified by CEO. Team Leader will co-ordinate the work of other members in the team.
- (ix) In case of Ex. Government employees, the indicative remuneration will be subject to 'Pay less pension' policy.
- (x) Shortlisting will be valid for one year for selection in case of selected candidates resign / need replacement.
- (xi) UTDB reserves the right to cancel the post given in this EOI and also to increase number of posts during the validity of the shortlisting to meet the UTDB requirement.

11. Right to reject any or all EOIs:

Notwithstanding anything contained in this document, the Authority reserves the right to accept or reject any EOI and to annul the Selection Process and reject all EOIs, at any time without any liability or any obligation for such acceptance, rejection or cancellation, and

- (i) The Authority reserves the right to reject any EOI, if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Consultant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the EOI.
- (ii) At any time before the submission of EOI, the Authority may, whether at its initiative or in response to a clarification requested by a potential applicant amend the EOI by issuing an addendum. The addendum shall be uploaded on official website: www.uktenders.gov.in & www.uttarakhandtourism.gov.in to give potential Consultant a reasonable time in which to take an amendment into account in their EOI, the Authority may at its discretion, if the amendment is substantial, extend the deadline for the EOI submission.

12. Seeking clarifications and Submission of EOI:

Prospective candidates may seek clarifications through e-mail from tourismkarmik@gmail.com with CC to hr.utdb@gmail.com.

Expression of Interest must be submitted online through www.uktenders.gov.in before **4:00 PM on 25th June 2022** and will be opened on the same day at 4:30 PM.

Chief Executive Officer,
Uttarakhand Tourism Development Board
Dehradun.

S. No.	Designation	Post	Consld. Remuneration per month	Minimum Qualification	Minimum Professional Experience	Tasks
1	Chief Coordinator Training	1	60,000	<ul style="list-style-type: none"> • Diploma / Degree in Hotel mgt from a recognized University. • MBA is desirable 	<ul style="list-style-type: none"> • Work exp of min. 3 years in HSRT programme. • Working exp of min. 7 years in Hotel Management/ Hospitality Academic institutes (private or Govt). • Experience as a guest/visiting faculty or internal examiner. • At least 5 years in academics in Hotel Management College affiliated to Central / State University (FO/ F&B Service dept.) 	<ul style="list-style-type: none"> • Review of various training documents. • Document preparation and official record maintenance • Preparation of training modules for other skill development programmes. • Conduct various training programmes in close coordination with the training institutes as per HSRT programme and Skill Development Mission. • The Operation Head will review the work of the different Institutes / Organisations selected for CBSP programs. • The Chief Coordinator of the training programme will take class in 04 Institute / College & maximum 48 classes in a month.

APPLICATION FORM

1.	Position applied for		Affix a recent passport size photograph duly attested by the candidate
2.	Advertisement No.		
3.	Name (in capital letters)		
4.	Father's/Husband's name		
5.	Date of birth (DD/MM/YYYY):		
6.	Marital status		
7.	Aadhar number		
8.	Email id		
9.	Contact Mobile Number		
10.	Postal address for communication with PINCODE		
11.	Permanent address with PINCODE		

12. Educational/Professional and Technical Qualifications (Starting from class 10):

Sl. No.	Examination Passed	Name of the Board/ University	Duration of Degree/ Diploma/ Training	Year of Passing

13. Details of employment in reverse chronological order (Attach separate sheet, if necessary).

Sl. No.	Department / Organization	Post held	Period of employment	
			From	To

(DRAFT CONTRACT FORMAT)

CONSULTANCY SERVICE AGREEMENT

This Consultancy Service Agreement made on this day of 2022 between Uttarakhand Tourism Development Board through its (Designation and Name), Pandit Deedayal Upadhaya Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt., Dehradun – 248 003 (herein after known as the UTDB or First Party) of one Part and (Name and Address) (hereinafter referred to as the Consultant or Second Party) of the other part.

Both the terms First Party / UTDB and the Second Party / Consultant shall always deem to include and mean their respective heir, successor, transferee, assignee, legal representatives and all other such persons as may be claiming through them unless and until repugnant to the context herein.

Recitals:

Whereas the UTDB had advertised for requirement of Consultant as and the Consultant has been selected by the UTDB for the said post vide letter no. Dated: on remuneration and terms and conditions as stipulated in this Agreement and the Consultant has agreed to offer the services on the aforesaid post on remuneration and terms and conditions as stipulated herein after in this Agreement.

Scope of duties of the Consultant:

The Consultant shall be responsible as under supervision and control of the CEO and Board of the UTDB.

The Job requirement of the Consultant shall include the tasks listed below on regular basis and get feedback of the staff, public and all other persons associated with the tourism trade and such other persons and sources as she may deem fit and put the same along with suggestions and improvement to the board including the following:-

- (i)
- (ii)

Data, services and facilities to be provided by the UTDB:

- (i) All the concerned Project / Programme documents as may be required;
- (ii) Appropriate office accommodation with furniture, computer and other accessories for effective functioning;
- (iii) Transport for official work; and
- (iv) Travel, lodging & Boarding entitlements as per applicable Board's rules during official tours outside Headquarters (Dehradun).

The Consultant shall be responsible for transport from residence to office and back at their own cost.

Final outputs that will be required of the Consultant:

In addition, periodical reports and documents to the Chief Executive Officer, UTDB, their officers and staff as and when required for the completion of the various tasks assigned.

Detailed reports will be submitted to the Chief Executive Officer in respect of the works done in each calendar month (from the beginning to the last working day).

Review and monitoring of the Consultant work:

The Nodal officer for the Consultant is (.....), who will review the work of the Consultant monthly and recommend payment of monthly remuneration subject to satisfactory performance.

Remuneration to be paid to Consultant:

The Consultant shall be paid by the UTDB a consolidated sum of Rs./- (RupeesOnly) per month along with the following, which shall consist of and be limited to:

- i. Normal and customary expenditures for official travel; Travelling Allowance (TA) and Dearness Allowance (DA) at the rates applicable for comparable and equivalent cadre of officers and to be authorized by the Director Finance of the UTDB.
- ii. Such other expenses as approved in advance by the Director Finance of UTDB.

Leave:

The Consultant will be eligible for total of 06 (six) leaves in six months contract duration (for extended contract period leave may be calculated on prorata basis i.e. one per month), excluding 1 (one) day of restricted holiday in six months contract period. Leave of absence for more than total allowed leaves in contract duration will be treated as leave without pay. Nevertheless, casual leave of more than 5 working days at a stretch will not be granted. However, in exceptional circumstances the Chief Executive Officer may relax this condition.

Duration of Service:

On full-time basis in UTDB head office at Dehradun for six (6) months subject to satisfactory performance. It may be renewed for further periods but not exceeding in aggregate one year on mutually agreed terms and conditions.

Earlier Termination of this Service Agreement:

Both the parties may after giving notice of one month terminate this Consultancy Service Agreement without assigning any reason for the same or pay one-month remuneration in lieu of the notice period.

That in case of default or breach of any condition as contained in this Agreement, the UTDB has the right to terminate this Agreement after giving a 30 days' notice to the Consultant to rectify the said breach.

Applicability of the Rules and Regulations:

All the Rules and Regulation as framed under the Act (Uttarakhand Tourism Development Board Act, Uttarakhand act 12 of 2001) or by the Board of UTDB shall be applicable to the Consultant and if any clause of this Agreement is in contravention to any Rule or Regulation framed under the aforesaid Act or by the Board of the UTDB then this Agreement shall deem to be amended to the extent and the rule framed under the Act or by the Board shall stand substituted to that extent.

Appointing Authority:

For the purpose of this Agreement and for any other purpose the CEO of the UTDB shall be the Appointing and controlling authority of the Consultant. And he shall perform all his duties under the supervision and control of the CEO of UTDB and the Board of the UTDB.

Notices:

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile / electronic transmission and then confirmed by internationally recognized courier service or Speed post / Registered post, in the manner as elected by the Party giving such notice to the following addresses:

In this case of notices to the First Party / UTDB:

Name : Chief executive Officer
Address : Uttarakhand Tourism Development Board
Pt. Deendayal Upadhaya Paryatan Bhawan
Near ONGC Helipad, Garhi Cantt,
Dehradun – 248 003

Email : ceo.tourism.uk@gmail.com

In the case of notices to the Second Party / Consultant

Name :
Address :
.....
Email :

All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile / electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

Any Party may, from time to time, change his / her / its address or representative for receipt of notice provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

Amendment:

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.

Severability:

The Parties agree that the covenants, obligations and restrictions in this Agreement are reasonable in all circumstances. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any law, (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

Entirety:

This Agreement contains the whole Agreement between the First Party and the Second Party in relation to the transactions contemplated by this Agreement and supersedes all previous Agreements, if any, in relation to same between the First Party and the Second Party.

Non-Waiver:

Non-omission or delay on the part of any Party in requiring a due and punctual fulfilment by any other Party of its obligations hereunder shall constitute or be deemed to constitute a waiver of any of such Party's rights to require such due and punctual fulfilment and in any event shall not constitute or be construed as a continuing waiver and / or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other Party hereunder or as a waiver of any remedy.

In witness whereof this Agreement has been signed and executed on the day, month and year first above mentioned at Dehradun by the Parties hereto.

For UTDB

For Consultant

(Name)

(Name)

(Designation)

Address

Uttarakhand Tourism Development Board Pandit
Deedayal Upadhaya Paryatan Bhawan, Near
ONGC Helipad, Garhi Cantt.,
Dehradun – 248 003

1. Witness

2. Witness