



Jungle Lodges and Resorts Limited (JLR)

INVITES

Request for Proposal
(RFP No: **JLRL/2024-25/SE0014**)

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts.

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Section 1. Letter of Invitation

1. **Jungle Lodges and Resorts Limited** invites proposals for *Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts*. The objectives and details of the Services are provided in the attached Terms of Reference.
2. The Consultant will be selected under Least Cost Selection (LCS) and in line with the procedures described in this RFP.
3. The RFP includes the following documents –
 - Section 1 – Letter of Invitation
 - Section 2 – Information to Bidders
 - Section 3 – Technical Proposals – Standard Forms
 - Section 4 – Financial Proposals – Standard Forms
 - Section 5 – Terms of Reference
 - Section 6 – Standard Form of Contract

The details of the request for proposal for *Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts* are as follows:

RFP No JLRL/2024-25/SE0014

Date: 7th October 2024

[Through Karnataka Public Procurement Portal only]

**SELECTION OF AN AGENCY TO PROVIDE MANPOWER SERVICES FOR JLR PROPERTIES
LOCATED IN BENGALURU URBAN, BENGALURU RURAL, CHAMARAJANAGAR, KODAGU,
MANDYA, MYSURU, RAMANAGARA AND UDUPI DISTRICTS**

Jungle Lodges and Resorts Limited (JLR) invites bids from eligible Manpower Services Agencies having requisite technical and financial capability to provide skilled, semi-skilled and unskilled manpower at multiple JLR properties located in following Districts i.e., Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi District. The proposed engagement will be for a period of 2 (two) year and may be extended for a further 1 (One) year by mutual agreement between the parties on the same terms and conditions.

Interested Agencies may submit their Request for Proposals (RFP) for providing the services for JLR and requisite EMD electronically through the Karnataka Public Procurement platform of GoK at <https://kppp.karnataka.gov.in/> . Following shall be the calendar of events for tendering:

Sl. No.	Event Description	Date
1	Date of Pre-bid Meeting	14 th October 2024, 12:00 hrs
2	Last date for receiving queries/clarifications	15 th October 2024, 17:00 hrs
3	Last date for submitting proposals	23 rd October 2024, 16:00 hrs
4	Opening of Technical Proposal	24 th October 2024, 16:30 hrs
5	Opening of Financial Proposal	To be notified to qualified bidders
6	Earnest Money Deposit	INR 6,00,000 (Rupees Six Lakh only)

Postponement of Calendar of events (if any), subsequent notification, changes, amendments and selection/ rejection of proposal shall be intimated only through Karnataka Public Procurement portal and will not be published in newspapers. JLR reserves the right to accept or reject any or all the tenders received without assigning any reasons thereof.

More details on the Services are provided in the attached Terms of Reference (TOR).

Sd/-
Senior General Manager
Jungle Lodges and Resorts Limited
Bengaluru, Karnataka

Section 2. Information to Bidders

1. INTRODUCTION

- 1.1. The Client named in the “Data Sheet” will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4. The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidders are encouraged to pay a visit to the Client before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. Government of Karnataka (GOK) expects Bidders to provide professional, objective, and impartial advice and at all times hold the Client’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1. Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:
 - a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
 - b. Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidders.
 - 1.7.2. As pointed out in para. 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of

continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

- 1.8. It is GOK's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
 - b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
 - d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- 1.9. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).
- 1.10. Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1. Bidders may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet, before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement website of Govt. of Karnataka (<https://kppp.karnataka.gov.in>).
- 2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded on the Karnataka Public Procurement website and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1. Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

- 3.2. In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Bidders must give particular attention to the following:
- a. If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with an individual consultant(s) and/or other consultant or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other Bidders invited for this Assignment only with the approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the client to enter into a Joint Venture with Bidders not invited for this assignment.
 - b. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.
 - c. It is desirable that the majority of the key professional staff proposed to be permanent employees of the firm or have an extended and stable working relationship with it.
 - d. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - e. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - f. Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- i. Technical Proposal Submission Form duly signed by the authorised representative of the Agency (Section 3A)
 - ii. Details of the Bidder (Section 3B)
 - iii. Power of Attorney of the Authorized Signatory (Section 3C)
 - iv. Undertaking for Experience in providing Manpower Services (Section 3D)
 - v. An outline of recent experience on assignments (Section 3E) of a similar nature.
 - vi. Auditor Certificate for the Bidder's Experience (Section 3F)
 - vii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3G)
 - viii. Certificate of Financial capacity of the Bidder from statutory auditor in the prescribed format (Section 3H)
 - ix. Any additional information requested in the Data Sheet.
- 3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidders submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

- 3.6. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) all other incidental costs
- 3.7. Agency shall express the price of their services as per the information provided in Data Sheet.
- 3.8. The Agency should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement portal for all the services sought by the department in the Terms of Reference, including all applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.
- 3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the agency is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the agencies who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1. The Technical Proposal and Financial Proposal; see para 1.2 shall be uploaded to the Karnataka Public Procurement portal. The documents and details mentioned in Clause 3 above shall be submitted online on website <https://kppp.karnataka.gov.in>. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.
- 4.2. Downloading of tender documents, submission of proposal all will be through Government of Karnataka's, Karnataka Public Procurement Portal website under login for Contractors. Bidders must get themselves registered, acquainted, and trained on the procedure of participating in Karnataka Public Procurement Portal.
- 4.3. Bidders are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.
- 4.4. The completed proposal comprising documents indicated in Clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the RFP document.

4.5. EARNEST MONEY DEPOSIT

- 4.5.1. The Bidders are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement portal along with the Technical Bid
- 4.5.2. The Bidder can pay the EMD in the Karnataka Public Procurement portal using any of the supported payment modes.
- 4.5.3. The Bidder's bid will be evaluated only on confirmation of receipt of the payment of EMD in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/bidder taking into account the following conditions:
 - a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
 - b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is the responsibility of Bidders to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date

and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of Karnataka Public Procurement Portal, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in Karnataka Public Procurement portal.

- c. For the details on e-Payment services refer to Karnataka Public Procurement Portal for more details on the process.

- 4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.
- 4.7. An authorized representative of the Bidder shall digitally sign the Proposal in Karnataka Public Procurement Portal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.8. The Bidder shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka, Karnataka Public Procurement portal.
- 4.9. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on Karnataka Public Procurement portal.
- 4.10. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.
- 4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through Karnataka Public Procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

REFUND OF EMD

- 4.11.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the supplier/bidder registered in the Karnataka Public Procurement system.
- 4.11.2. The earnest money deposit of unsuccessful Bidder will be returned after the award of the proposal to the successful bidder.
- 4.11.3. The earnest money deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Contract.
- 4.11.4. The earnest money deposit may be forfeited:
- a. if the bidder withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity;
 - b. if the Bidder does not accept the correction of the Contract Price; or
 - c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. furnish the required Security deposit; or
 - ii. sign the draft Contract with the client; or
 - iii. sign and return the duplicate copy of the Letter of Acceptance
 - d. In case of the Bidder submitting fake documents such as Annual financial turnover, work done certificate etc., relevant to the proposal.
- 4.12. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.

- 4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened after 1 working day from the date & time of submission of proposals. The Financial Proposal of the successful Bidders only will be opened after completion of Technical Proposal Evaluation.

5. PROPOSAL EVALUATION

GENERAL

- 5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained
- 5.3. The evaluation committee appointed by the Client shall evaluate the proposals to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders without proper authorization shall be treated as non-responsive. If any of the documents mentioned in Clause 3.4 are not uploaded, the bid shall be treated as substantially non-responsive and shall be rejected.
- 5.4. Prior to the evaluation of the Technical Proposal, the evaluation committee will determine the substantial responsiveness of each proposal to the RFP. For the purpose of these Clauses, a substantially responsive proposal is one which conforms to all the terms and conditions of the RFP documents without material deviations. Deviations from or objections or reservations to critical provisions will be deemed to be a material deviation. The evaluation committee's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

EVALUATION OF TECHNICAL PROPOSALS

- 5.5. The evaluation committee shall evaluate and compare the proposals which have been determined to be substantially responsive, pursuant to Clause 5.4, by applying the evaluation criteria as specified in the Data Sheet to the documents furnished. The evaluation committee shall assess whether the documents submitted are in conformity of the minimum criteria laid out for each of the items in the table in the Data Sheet.

The evaluation committee shall determine to its satisfaction whether the Bidder that meets all the evaluation criteria as specified in the Data Sheet shall be eligible for opening of their financial bid.

- 5.6. Technical Proposals that are assessed by the evaluation committee to be substantially responsive to the RFP and determined to be eligible for opening of the financial bid shall be deemed to have passed the Evaluation of Technical Proposals.

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

- 5.7. After the evaluation of quality is completed, the Client shall notify those Bidders whose proposals did not meet the Technical Evaluation Criteria or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Bidders that have met the Technical Evaluation Criteria indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- 5.8. The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.9. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.10. The ranking of the bids will be done on the basis of the process described in the Data Sheet. The selected Consultant will be invited for negotiations to arrive at the final Contract Price.

6. NEGOTIATIONS

- 6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4. Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract.

7. AWARD OF CONTRACT

- 7.1. The Bidders whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Bidders that they were unsuccessful through Karnataka Public Procurement portal only.
- 7.2. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Clients action.

8. PERFORMANCE SECURITY

- 8.1. Within 7 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount as specified in the Data Sheet.
1. Banker's cheque/Demand draft/Pay Order in favour of in favour of the Client payable at Bengaluru.
 2. A bank guarantee in the form given in Appendix F; or.
 3. Fixed Deposit Receipts (FDR) Pledged in the name of the Client
- 8.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.
- 8.3. The Performance Security shall be furnished from any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.
- 8.4. Failure of the Selected Consultant to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to
- a. either invite the Consultant with the next best offer for negotiations, or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

9. CONFIDENTIALITY

- 9.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET - INFORMATION TO BIDDERS

Sl. No.	Section	Title	Details
1.	1.1	Name of Client	Jungle Lodges and Resorts Limited
2.	1.1	The Method of Selection is	Least Cost Selection (LCS)
3.	1.2	A Technical and a Financial Proposals are requested:	Yes
4.	1.2	Name and Description of Assignment	<p>The name, of the Assignment is: <i>“Selection of an Agency to Provide Manpower Services for JLR Properties located in Udupi, Mysuru, Kodagu, Mandya, Ramanagara, Bengaluru Urban, Bengaluru Rural, and Chamarajanagar Districts”</i></p> <p>Description of the Assignment: Jungle Lodges and Resorts Limited intends to invite bids from eligible Manpower Services Agencies having requisite technical and financial capability to provide skilled, semi-skilled, and unskilled manpower for JLR. The proposed engagement shall be for a period of 2 (Two) years and may be extended for a further 1 (One) year by mutual agreement between the parties on the same terms and conditions.</p>
5.	1.3	The Assignment is phased	No
6.	1.4	Pre-proposal conference time and date	A Pre-proposal conference will be held: Yes Date and Time as notified in the Government of Karnataka Public Procurement portal
7.	1.4	Pre-proposal conference venue	Jungle Lodges and Resorts Limited (JLR) Ground Floor, West Wing, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560001 Phone: 080 4055 4055
8.	1.5	The Client will provide the following inputs:	As per Terms of Reference
9.	1.7.2	The client envisages the need for continuity in downstream work	No
10.	1.8	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
11.	2.1	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified on the Karnataka Public Procurement

Sl. No.	Section	Title	Details
			<p>portal. Requests for clarification beyond the notified date and time shall not be considered.</p> <p>Clarifications shall be requested through an email sent yuvaraj@junglelodges.com with a cc marked info@junglelodges.com with the subject line "Queries concerning RFP for Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts."</p>
12.	3.1	Language of the Proposal	English
13.	3.3 a	Bidder may associate with other participating Bidders	No. Consortium or Joint Venture is not permitted for this assignment
14.	3.3 f	Language of reports	English
15.	3.4 ix	Additional Information in the Technical Proposal includes	None
16.	3.7	Price of Services	<p>The Bidder shall quote the Percentage Service Charge (Inclusive of all applicable taxes) on the gross salary per person per month charged for providing the services as per the RFP</p> <p>The remuneration to the manpower personnel should be as per Minimum Wages Act and any other Applicable Laws. The Percentage Service Charge quoted by the Bidder shall be on the gross salary be paid to the manpower personnel (i.e., salary + statutory payments such as PF and ESI) and shall be inclusive of all taxes.</p> <p>The Bidder shall express the price of their services as a percentage up to two decimal places. The percentage should be entered directly into the relevant slot on the Karnataka Public Procurement portal.</p> <p>Bids quoting "Zero" Percentage Service Charge or its derivatives shall not be considered for providing the services and shall be rejected by the Client. The Client shall not be responsible for any misinterpretation or wrong assumption by the Bidder.</p>
17.	3.9	Validity of Proposal	180 days from submission of Proposal

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Sl. No.	Section	Title	Details
18.	4.6	Last Date and Time for submission of proposal	As notified in the Government of Karnataka, Karnataka Public Procurement portal
19.	5.1	The address to send information to the Client is:	Jungle Lodges and Resorts Limited Ground Floor, West Wing, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560001
20.	5.5	Evaluation Criteria for Technical Proposal	As detailed below

The Bidders must meet all of the following evaluation criteria to be eligible for the next stage of proposal evaluation, i.e., opening of the financial bid,

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (All documents to be submitted unless otherwise specified)
1.	Legal Entity: The Bidder should be a company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto or a Partnership Firm registered under The Indian Partnership Act 1932 or the Limited Liability Limited Liability Partnership Act 2008 or a Sole Proprietorship registered under the applicable Shops and Establishment Act.	<ul style="list-style-type: none"> • If the Bidder is a company – <ul style="list-style-type: none"> ○ Copy of Certificate of Incorporation • If the Bidder is a limited liability partnership – <ul style="list-style-type: none"> ○ Copy of LLP Registration certificate • If the Bidder is a partnership firm – <ul style="list-style-type: none"> ○ Copy of Partnership Registration certificate • If the Bidder is a sole proprietorship – <ul style="list-style-type: none"> ○ Copy of Certificate of Registration under Shops and Establishment Act • Details of the Bidder in the format at Section 3B • All Bidders must submit self-attested copies of the following documents in the name of the Bidder – <ul style="list-style-type: none"> ○ PAN card ○ GST Registration ○ TAN Registration ○ Professional Tax Registration ○ ESI Registration ○ PF Registration ○ EPF returns filed in the last 3 years (i.e., FY 2021-22, FY 2021-22, and FY 2023-24) showing category-wise number of employees and deposits of EPF for at least 50 employees. ○ IT returns for the last 3 completed financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24)
2.	Registration with Labour Department:	<ul style="list-style-type: none"> • Details of the Bidder in the format at Section 3B

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (All documents to be submitted unless otherwise specified)
	The Bidder should be registered with the Department of Labour, Government of Karnataka to provide manpower supply and facility management services	<ul style="list-style-type: none"> Copy of Registration Certificate in the name of the Bidder with Department of Labour, Government of Karnataka. <i>The certificate must state the Bidder is in the business of manpower supply, facility management services or equivalent.</i>
3.	<p>Years of Experience: The Bidder should have at least 3 years of experience as on the date of notice inviting tender in providing Manpower Services for State Government or State PSU.</p>	<ul style="list-style-type: none"> Details of the Bidder at Section 3B Signed undertaking and supporting documents for Experience in providing Manpower Services at Section 3D
4.	<p>Average Annual Turnover: The Bidder should have had an average annual turnover of at least INR 20 Crore (Rupees Twenty Crore only) for the last 3 (three) completed financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24).</p> <p>The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for assessment of eligibility.</p>	<ul style="list-style-type: none"> Certificate from a Statutory Auditor/ Independent Auditor showing the turnover of the company for the last three Financial Years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24) in the format at Section 3H Copy of the audited Annual Reports covering Profit and Loss Account, Balance Sheet for the last three completed financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24) duly certified by Statutory Auditor of the Bidder
5.	<p>Not Blacklisted / Barred: The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> Technical Proposal Submission Form at Section 3A
6.	<p>Power of Attorney: The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.</p>	<ul style="list-style-type: none"> Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid in format at Section 3C
7.	<p>Experience with State Government or PSU Clients: The Bidder should have experience of providing Manpower Services for <u>at least 3 (Three)</u> State Government or State PSU clients in the last 3 years since the date of notice inviting tender.</p>	<ul style="list-style-type: none"> Bidder's References at Section 3E Auditor's Certificate for Bidder's Experience at Section 3F Copy of work order / contract issued by the client for each eligible assignment. The work order / contract should meet all the requirements as per the criteria. At least one of the following documents issued by the client for each eligible assignment should be submitted as proof of substantial completion / experience for the respective assignment

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (All documents to be submitted unless otherwise specified)
		<ul style="list-style-type: none"> ○ Certificate of Completion from the Client, signed by the authorized representative for the Client ○ Certificate of Experience / Performance from the Client, signed by the authorized representative for the Client ○ Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by respective Clients substantiating completion of the assignment
8.	<p>The Bidder should have an office in at least one of the following districts – <i>Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi.</i></p> <p>If no such offices exist, the Bidder shall set up an office for the purpose of this assignment at their own cost. Failure to set up such an office will lead to termination of the Contract and forfeiture of the Performance Security.</p>	<ul style="list-style-type: none"> ● Technical Proposal Submission Form at Section 3A ● Details of the Bidder at Section 3B

NOTE:

- For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract
- The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.
- Each work order or contract issued by a client shall be considered as a separate assignment. Hence, the Bidder may submit multiple assignments with the same client provided each assignment had a separate work order or contract. However, extension of work order or contract shall not be considered a separate assignment.

Sl. No.	Section	Title	Details
21.	5.10	Ranking of the Bidders	<p>The Bidder with the lowest quoted Service Charge percentage on gross salary per person per month (up to two decimal places) shall be the selected bidder.</p> <p>In the event of a tie, the Bidder with the highest average annual turnover for the last 3 (three) completed financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24) will be the selected Bidder.</p>

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Sl. No.	Section	Title	Details
22.	6.1	Address for negotiation	Jungle Lodges and Resorts Limited Ground Floor, West Wing, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560001
23.	7.2	The assignment is expected to commence on [Month, Year] at [Location]	Tentative Date: <i>Within 7 days of the signing of the agreement at Bengaluru</i>
24.	8.1	Performance Security	Performance Security is INR 30,00,000/- (Rupees Thirty Lakh only)

Section 3. Technical Proposal – Standard Forms

- 3A.** Technical Proposal Submission Form.
- 3B.** Details of the Bidder
- 3C.** Power of Attorney of Authorised Signatory
- 3D.** Undertaking for Experience in providing Manpower Services
- 3E.** Bidder's References
- 3F.** Auditor's Certificate for Bidder's Experience
- 3G.** Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3H.** Certificate of Financial Capacity of the Bidder from Statutory Auditor

3A. Technical Proposal Submission Form

[Location, Date]

FROM:

(Name of the Bidder)

TO:

Jungle Lodges and Resorts Limited
Ground Floor, West Wing,
Khanija Bhavan,
49 Race Course Road,
Bengaluru – 560001

Dear Sir:

Subject: Proposal for “Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts”

I/We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement portal as indent no:..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Government of Karnataka, Karnataka Public Procurement portal. I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi.

I/We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last three years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we have not blacklisted / barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted / barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
7. I/we have an office in at least one of the district [*Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi*] at _____ (addresses) or I/we shall set up an office in at least one of the district [*Bengaluru Urban,*

Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi] before the Commencement Date for the purpose of the assignment at our own cost.

8. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client.
9. I/We do not have any conflict of interest
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with the Client or any other public sector enterprise or any government, Central or State; and
11. The Proposal is unconditional
12. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
13. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
14. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer (*Name of the Bidder*) shall not be withdrawn or modified during the period of validity or extended period of validity.
15. I, on behalf of the tenderer (*Name of the Bidder*), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then (*Name of the Bidder*) will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **one year** from the date of default.

If negotiations are held by the Client, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

Address:

3B. Details of the Bidder

(On the Letterhead of the Bidder)

Sl. No.	Criteria	Details
1.	Bidder Details	
a.	Name of Company/Firm	
b.	Country of Incorporation	
c.	Date of Incorporation and/or Commencement of Business	
d.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
e.	Registered Office Details Self-attested copy of utility bill or rent agreement to be submitted.	Address: Contact Person: Mobile: Phone: Email: Fax: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
f.	Branch/Regional Office Details Self-attested copy of utility bill or rent agreement to be submitted.	Address: Contact Person: Mobile: Phone: Email: Fax: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
g.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
h.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
i.	Nature of Business (such as Public / Private Limited Company, Partnership Firm, Limited Liability Partnership, Sole Proprietorship, etc)	
2.	Company or Firm registration details with the supporting documents either copy of the Certificate of Incorporation by the Registrar of Companies or of the Registration Certificate issued by Registrar of Firms	
3.	Number of years of experience in providing manpower services	Number of Years:

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Sl. No.	Criteria	Details			
4.	Details of offices in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi District	Sl. No.	District	Address	Start Date
		1			
		2			
		3			
5.	PAN Number. Self-attested copy of PAN Card to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
6.	GST Number. Self-attested copy of registration certificate to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
7.	TAN Number. Self-attested copy of registration certificate to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
8.	Professional Tax Number. Self-attested copy of registration certificate to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
9.	ESI Code Number. Self-attested copy of registration certificate to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
10.	PF Code Number. Submit self-attested copy of registration certificate to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
11.	Copy of EPF Returns for last 3 years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24)	Enclosed 2021-22: <input type="checkbox"/> Yes <input type="checkbox"/> No Enclosed 2022-23: <input type="checkbox"/> Yes <input type="checkbox"/> No Enclosed 2023-24: <input type="checkbox"/> Yes <input type="checkbox"/> No			
12.	Copy of IT Returns for last 3 years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24)	Enclosed 2021-22: <input type="checkbox"/> Yes <input type="checkbox"/> No Enclosed 2022-23: <input type="checkbox"/> Yes <input type="checkbox"/> No Enclosed 2023-24: <input type="checkbox"/> Yes <input type="checkbox"/> No			
13.	Copy of Registration Certificate issued by Department of Labour, Government of Karnataka	Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Issue: __/__/__ (mm/dd/yyyy) Date of Last Renewal: __/__/__ (mm/dd/yyyy) Date of Expiry: __/__/__ (mm/dd/yyyy)			
14.	Copy of License granted by Police Department under the Private Security Agencies (Regulation) Act, 2005 and Karnataka Private Security Agencies Rules, 2008	Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Issue: __/__/__ (mm/dd/yyyy) Date of Expiry: __/__/__ (mm/dd/yyyy) Place of Issue:			
15.	Financial Information		2021-22	2022-23	2023-24
		Turnover in INR Lakh			
		Average Annual Turnover for last 3 Financial Years: _____ Lakh			
16.	Copy of the audited Annual Reports covering Profit and Loss Account, Balance Sheet for the last three completed financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24).duly certified by Statutory Auditor of the Bidder	Enclosed 2021-22: <input type="checkbox"/> Yes <input type="checkbox"/> No Enclosed 2022-23: <input type="checkbox"/> Yes <input type="checkbox"/> No Enclosed 2023-24: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Sl. No.	Criteria	Details
17.	Years of experience in providing Manpower Services for State Government or State PSU clients.	<ul style="list-style-type: none"> Total ____ Years
18.	Number of State Government or State PSU clients for whom I/we have provided manpower services in the last 3 years since the date of notice inviting tender	<ul style="list-style-type: none"> Total ____ Clients Name of Clients <ol style="list-style-type: none"> _____ _____ _____ _____ _____
19.	Enclosed Form 3A	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Enclosed Form 3B	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
21.	Enclosed Form 3C	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
22.	Enclosed Form 3D	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
23.	Enclosed Form 3E	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Enclosed Form 3F	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
25.	Enclosed Form 3G	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
26.	Enclosed Form 3H	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3C. Power of Attorney of Authorised Signatory

Know all men by these presents, we..... (Name of the firm 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 "Authorized Signatory") 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 application for pre-qualification and submission of our bid for Services for the proposed assignment "**Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts**" by the Jungle Lodges and Resorts Limited (JLR) (the "Client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to 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 Authorized Signatory 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 IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20..... in line with the following points

- 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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant 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 Applicant.

For

.....
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non-judicial stamp paper)

3D. Undertaking for Experience in Manpower Services

(On the Letterhead of the Bidder)

[Location, Date]

To:

Managing Director,
Jungle Lodges and Resorts Limited
Ground Floor, Khanija Bhavan
West Wing, 49 Race Course Road,
Bengaluru – 560001, Karnataka

Dear Sir,

Subject: Proposal for “Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts” – Undertaking regarding experience in Manpower Services

I/we do hereby undertake that M/s _____ [*Name of Bidder*] has/have been in operation for a period of __ years as on as on the date of notice inviting tender, i.e., _____.

We have experience in providing the following Manpower Services for our clients –
[Kindly mention the type of manpower services provided by the Bidder]

I/we do hereby undertake that I/we have provided Manpower services for the following clients in the last 3 years –

Sl. No.	Year	Name of Clients	Name of Assignment	Location of Assignment	Total Number of Personnel Provided	Work Order / Contract copy Enclosed
1.	2024					Yes / No
2.	2023					Yes / No
3.	2022					Yes / No
4.	2021					Yes / No

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

3E. Bidder's References

Relevant Services carried out in the last 3 (three) years that best illustrate Qualifications

A. Summary of Experience

Using the format below, the Bidder shall provide a summary of their work experience on assignments for State Government or State PSU clients in the last 3 years from the date of notice inviting tender for providing Manpower Services –

Experience with Providing Manpower Services (*Data Sheet Clause 5.5. Evaluation Criteria 9*) –

Sl. No.	Name of Client	Name of Assignment	Brief Description of Assignment (indicate the Manpower Services provided)	Total Number of Personnel Provided to Client	Value of Assignment (In Rs Lakh)	Location of Assignment	Start Date (Month, Year)	End Date (Month, Year)
1.								
2.								
3.								
4.								
5.								

Note: Only up to the first 5 assignments listed in the table above shall be considered by the Client for evaluation. Any assignments after Sl. No. 5 in the table above shall not be considered.

B. Details of Experience

Using the format below, provide information on each reference assignment for which your Firm/Entity, either as a single firm as a corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order and certificate of completion/satisfactory performance for each reference assignment.

Sl. No.	Particulars	Details
1.	Name of Client	
2.	Name of Assignment	
3.	Location of Assignment	
4.	Client's Type of Entity (State Government, State Public Sector Undertaking)	
5.	Client's Business Sector / Industry	
6.	Contact Person for Client	Name: Designation: Phone / Email:
7.	Start Date of Assignment	
8.	End Date of Assignment	

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Sl. No.	Particulars	Details
9.	Value of Assignment (<i>Contract Value or Payments Received</i>)	
10.	Objectives of the Assignment	
11.	Description of Manpower Services provided for Assignment	
12.	Number of Personnel Provided (<i>mention breakup of personnel by category</i>)	
13.	Name and Role of Associated Bidders, if any	
14.	Proof of Commencement for Assignment issued by Client	<i>Type of Document: Date of Issue of Document: Enclosed: [] Yes [] No</i>
15.	Proof of Substantial Completion / Experience for Assignment	<i>Type of Document: Date of Issue of Document: Enclosed: [] Yes [] No</i>

Note:

At least one of the following documents issued by the client for each eligible assignment should be submitted as proof of substantial completion / experience for the respective assignment –

- Certificate of Completion from the Client, signed by the authorized representative for the Client
- Certificate of Experience / Performance from the Client, signed by the authorized representative for the Client
- Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by respective Clients substantiating completion of the assignment.

3F. Auditor Certificate for Bidder's Experience

(On the Letterhead of the Statutory Auditor)

Date: _____

To Whomsoever It May Concern

We have verified the relevant statutory and other records of M/s _____ [Name of the Bidder] and certify that the information and supporting documents submitted by M/s _____ [Name of the Bidder] as per the following forms are true and correct.

Sl. No.	Section	Contents of Form has been Verified by Auditor	Remarks of the Auditor
1.	3D. Undertaking for Experience in providing Manpower Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.	3E. Bidder's References	<input type="checkbox"/> Yes <input type="checkbox"/> No	

This certificate is being issued to be produced before Jungle Lodges and Resorts Limited for "**Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts**"

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

3G. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

On the Terms of Reference:

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

On the Data, Services, and Facilities to be provided by the Client

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

Bidder's Name: _____

3H. Financial Capacity of the Bidder

(On the letterhead of the Independent Auditor / Statutory Auditor)

Date:

We have verified the relevant records of M/s _____ [Name of the Bidder] and certify that their annual turnover in the 3 (three) financial years (FY 2021-22, FY 2022-23, and FY 2023-24) are as follows –

Annual Turnover from Manpower Services			Average Annual Turnover
FY 2021-22	FY 2022-23	FY 2023-24	

Average annual turnover of the Bidder in the 3 financial years (FY 2021-22, FY 2022-23, and FY 2023-24) is INR _____ Lakh [amount in words and figures rounded to the nearest lakh]

Name and Address of the Bidder's Bankers:

Name: _____

Address: _____

This certificate is being issued to be produced before Managing Director, Jungle Lodges and Resorts for “**Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts**”

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

Section 4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4A. Financial Proposal submission form

The Bidder should enter the financial bid percentage (up to two decimal places) inclusive of all applicable taxes in the Karnataka Public Procurement portal directly.

Bids quoting “Zero” Percentage Service Charge, or its derivatives shall not be considered for providing the services and shall be rejected by the Client. The Client shall not be responsible for any misinterpretation or wrong assumption by the Bidder.

To,

Managing Director
Jungle Lodges and Resorts Limited (JLR)
Ground Floor, Khanija Bhavan
West Wing, 49 Race Course Road,
Bengaluru – 560001,
Karnataka

Dear Sir

Subject: Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal as **Percentage Service Charge (Inclusive of all applicable taxes) on the gross salary per person per month charged for providing the services as per the RFP _____ %** (up to two decimal places). The remuneration to the manpower personnel should be as per Minimum Wages Act and any other Applicable Laws. The Percentage Service Charge quoted by the Bidder shall be on the gross salary be paid to the manpower personnel (i.e., salary + statutory payments such as PF and ESI) and shall be inclusive of all taxes.

We understand that the Client reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub-components of the services as specified in the Data Sheet.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award 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.

Yours sincerely,

Authorized Signature:

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Name and Title of Signatory:

Name of Bidder /Firm:

Address:

Section 5. Terms of Reference

1. About Jungle Lodges and Resorts Limited

Jungle Lodges and Resorts Limited, established in 1980, promotes eco-tourism, adventure tourism and various wildlife destinations in Karnataka. Working closely with the Forest Department, it runs 25+ properties across national parks, wildlife sanctuaries and the coast, making it India's largest chain of resorts in wildlife tourism / eco-tourism. Various outdoor activities such as trekking, camping, safaris, white water rafting, etc. are offered at these resorts. Apart from this, JLR also provides consultancy services to other state governments in promoting eco-tourism.

2. Objective

Jungle Lodges and Resorts Limited (JLR or the “**Client**”) intends to select a well-established professional Manpower Services Agency (the “**Agency**”) to provide manpower to multiple properties of JLR in accordance with the requirements as envisaged in this RFP.

The Agency shall provide skilled, semi-skilled, and unskilled manpower as per JLR's requirements.

3. Contract Period

The Contract shall be for a period of 2 (Two) year and may be extended for a further 1 (One) year by mutual agreement between JLR and the Agency on the same terms and conditions.

4. Personnel Requirement

The Agency shall be required to provide personnel as per the suggested requirements indicated below.

4.1. Manpower Resources

4.1.1. The Agency shall be required to provide the following personnel with immediate effect from the commencement date of the contract –

Sl. No.	Role / Unit for which Manpower is to be provided	Minimum Number of Manpower Personnel Required
1.	Accountant/Cashier	5
2.	Automobile Mechanic/Electrician/Carpenter	2
3.	Manager Finance	1
4.	Cook	1
5.	Assistant Cook	6
6.	Supervisor (F & B)	1
7.	Sales Executive	1
8.	Steward	1
9.	Junior sous Chef	2
10.	Driver	5
11.	Office asst.	1
12.	Asst. Manager	2
13.	Housekeeping Maintenance	24

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Sl. No.	Role / Unit for which Manpower is to be provided	Minimum Number of Manpower Personnel Required
14.	Housekeeping Supervisor	1
15.	Maintenance Staff	11
16.	Engineer	1
17.	Asst. Engineer	1
18.	Asst. manager	1
19.	Storekeeper	3
20.	General Utility Worker	105
21.	Resident Manager	1
22.	Jr. Asst.	1
23.	Naturalist	1
24.	Life guard /Licenced Boat man	1
25.	Manager	2
26.	Room Boy/Bearer	13
27.	Resident Manager Gr-1 marketing & Sales	1
28.	Public Relation Officer	1
29.	Senior Administrative Officer	1
Minimum Total Requirement for Manpower Resources		197

4.1.2. Additionally, the Agency may be required to provide manpower personnel in the future as per the following list as and when required by JLR as per the minimum qualification criteria specified by JLR –

1. Manager / Personal Officer
2. Assistant Manager / Assistant Personal Manager
3. Assistant Engineer
4. Human Resource Officer (HRO)
5. Finance Manager / Finance Executive
6. Accountant
7. Cashier / Senior Clerk / Booking Clerk
8. Designers
9. Stenographer / Computer Operator
10. Storekeeper/ Receptionist / Telephone Operator
11. Typist / Data entry Operator
12. Clerk / Junior Clerk
13. Office Boy / Sweeper / Attender
14. Car / Jeep Driver

4.2. The number of personnel required are provisional requirements and any decrease/increase in manpower requirement will be intimated as and when required and the Agency is bound to change the manpower accordingly. This shall be applicable for any properties that is operated and/or managed by JLR, including those that may not presently listed in Clause 4.1 above.

- 4.3. In addition to the above, the Agency shall on a best effort basis provide any other skilled, semi-skilled, or unskilled manpower as per the needs of JLR that may arise during the contract period.
- 4.4. JLR shall provide only the selected Agency with the detailed list of requirements for manpower to be supplied. JLR shall provide the selected Agency with requirements of qualification, experience, and the budgeted salary for each role. The Agency is then expected to source manpower in accordance with the requirements agreed upon.
- 4.5. The proposed manpower resources will be finalized only after an in-person interview with JLR.
- 4.6. **Note:** The number of personnel required in Clause 4.1 of the above table are provisional requirements and any decrease/increase in manpower requirement will be intimated as and when required and the service provider is bound to provide such increase or decrease in demand of the manpower.

5. Scope of Services

- 5.1. The Agency shall provide personnel as per the requirements of the Client.
- 5.2. The personnel engaged by the Agency will be in the employment roll of the Agency only and not in the employment rolls of the Client. It is clearly understood by and between the parties that the personnel deployed by the Agency to carry out obligations under the Contract shall at all times and for all purposes be deemed to be employees of the Agency and no relation of employer and employee exist between the said workforce and the Client.
- 5.3. The remuneration to the manpower personnel shall be compliant with Minimum Wages Act and any other Applicable Laws. The Client shall take the final decision on the remuneration to be paid to the manpower personnel. The Percentage Service Charge quoted by the Bidder shall be on the gross salary be paid to the manpower personnel (i.e., salary + statutory payments such as PF and ESI) and shall be inclusive of all taxes.

5.4. Recruitment Process

- 5.4.1. The Client shall provide the requirements for required personnel to the Agency. Requirements provided by the Client shall include educational qualification, experience, and salary among other relevant requirements.
- 5.4.2. The Agency shall provide a list of candidates as per the requirements laid out by the Client. The list of candidates should be accompanied by an HR summary detailing the educational qualification, experience, strengths, and weaknesses of the candidates. The Client shall shortlist the candidates for each post. The shortlisted candidates shall be interviewed by the Selection Panel constituted by the Client for this purpose.
- 5.4.3. The Client shall carry out an assessment for each of the personnel suggested by the Agency, before finalizing the deployment of the said resource. The Client reserves the right to not select any of the resources suggested by the Agency if they fail to meet the Client's requirements to their satisfaction.
- 5.4.4. The personnel provided by the Agency should satisfy the following requirements –
 - They should be Indian nationals
 - They should be physically and mentally fit
 - They should have a good personality and good antecedents
 - They should be proficient in Kannada, and where applicable, the personnel must be proficient in English as well
 - They should adequately meet the requirements of the job prescribed by the Client
 - Police verification needs to be done for the personnel deployed, where applicable

- Their age should not be below 18 years and above 60 years.

5.5. Replacement of Personnel

- 5.5.1. The Agency shall arrange a replacement at its own expenses in case of sickness, absenteeism, leave/absence, and relief for any reason whatsoever. The Agency shall see to it that no post is unmanned at any given time.
- 5.5.2. In cases where the management considers that the personnel provided are not efficient or suitable for carrying out the assigned duties satisfactorily and effectively, the management reserves the right to direct the Agency to change the person/persons immediately without assigning any reason whatsoever and the Agency shall be bound to comply with the same.
- 5.5.3. Any deployed personnel, before quitting the job, shall hand over all the files /IT assets/ equipment / vehicles to the authorised representative of the JLR. The deployed personnel on or before the last working date shall duly list all work commitments and note the stage of work pending or completed to authorized representative of JLR with a signature confirming the status of work.

5.6. Deployment and Functioning of Resources

- 5.6.1. The Agency is required to report to the designated authority of the Client to take instructions/directions on the day-to-day functioning of the outsourced personnel deployed with the Client. The said authority shall certify the bill pertaining to the services provided by the Agency.
- 5.6.2. The Client shall identify Unit Head(s) to whom the Agency shall report with regards to the deployed personnel of the Agency. The Unit Heads of individual units of the client shall give advice, instructions, and directions to the Agency.
- 5.6.3. The Agency under the instructions by the concerned Unit Heads will do the supervision of work. However, it is very important that representatives from the Agency meet each of the Unit Heads periodically and take instructions for providing the day-to-day services.
- 5.6.4. The Agency shall provide for inspection to the Unit Head a list containing names of all the personnel deployed in the unit, with their personal particulars regarding qualification, experience, date of birth, residential address, permanent address, identity card and specimen signature along with two colour passport sized photos and character verification certificate from local police station for each personnel resource in both soft and signed hard copy, without which the personnel resources of the Agency cannot be deployed on the contract job.
- 5.6.5. For security reasons, the personnel of the Agency may be asked to mark their attendance by the Client. The relevant attendance records shall be maintained by the Agency and shall be provided to the designated authority of the unit for counter check. The mode and manner of attendance marking shall be decided by the Client.
- 5.6.6. In case the Unit Heads desire that the Personnel supply is required on Sundays and/or general holidays or in case of required situations , the Agency should make arrangement to provide the personnel to be present and to work on Sundays and on general holidays without incurring additional charge to the Client.
- 5.6.7. The Agency shall provide and maintain at its own cost the following –
- Issue of Identity Cards bearing photograph, name, and identification
 - The Agency should ensure that the above items issued by the Agency to its personnel should be replaced as and when such items become unserviceable and not fit for use.

- 5.6.8. Uniforms for the manpower deployed will be provided by JLR. The Agency is expected to inform JLR of requirements for uniforms in reasonable time so as to have the uniforms available on the first day the deployed personnel starts providing service.
- 5.6.9. The Agency shall, when called upon by the Client, produce any or all of their employees for medical examination by any doctor appointed by the Client to check if any of them have any disease contagious or dangerous to human life and health and if in the opinion of the Doctor it shall appear necessary to withdraw any employee, the Agency shall do so forthwith.
- 5.6.10. In case any female staff is detained beyond 20:00 hrs (8:00 pm), the Agency will arrange dropping facility at their own cost.
- 5.6.11. The Agency shall be responsible for ensuring that the employees engaged by it are properly trained for their functions and all statutory requirements are met relating their employment. The Agency shall manage the activities of its personnel and will hold itself responsible for any misdemeanour.

5.7. Discipline

- 5.7.1. All Agency's personnel shall display on person the identity card issued by the Agency or by the Client, as applicable. However, they are liable to be checked at any time during their work anywhere within the premises by the concerned authorities.
- 5.7.2. The Agency shall be totally responsible for supervision of personnel, their functions and discipline including disciplinary action to be taken for misconduct that may be committed by any of the personnel deployed by the Agency
- 5.7.3. The staff deployed by the Agency shall not loiter or use the public area such as lounge, lawns, guest washrooms, cloak room, etc. except while assigned specific duty in that area. If any irregularity is found, JLR will bring the same to the notice of service provider for proper action in the matter.
- 5.7.4. The Agency shall ensure that no member of the personnel provided by it should not take any photographs or record any videos pertaining to JLR and its guests, should not share or circulate photos / videos pertaining to JLR and its guests with anyone, and should not post any photos / videos pertaining to the JLR or its guests on any online platforms. No personnel of the Agency shall provide any comments or post any statement/ photograph/ video on behalf of JLR. In the event of any breach, JLR shall carry out the necessary investigation and shall take disciplinary and legal action against the personnel found violating this condition. Any personnel found violating the condition must be immediately replaced by the Agency.
- 5.7.5. The Agency shall ensure that no member of the personnel provided by it will be a member of any trade union, either of the employees of the Agency or otherwise and neither take any interest nor involve himself/herself in trade union activities in any way.
- 5.7.6. The Agency shall treat as an act of in-discipline any activity of any manpower personnel associating himself/herself in any agitation or demonstration in connection with any decision or activity of the Client. In case any of the personnel of the manpower provided by the Agency is found to be involved in such activities that are antithetical to the interest of the Client, such personnel will be removed immediately.
- 5.7.7. The Agency shall, when called upon by the Client, will make themselves or any of their employees available for evidence before the Enquiry Officer appointed by the Client or Competent Court in connection with the disciplinary proceedings against any of the employees of the Agency, if the act of misconduct had happened in their presence.
- 5.7.8. The Agency shall take the responsibility for appropriate action in case of loss of any file, mismanagement / any fraudulent filing and irresponsible response of the deployed staff on the

file management of the office both at the Client head office or at any of the offices of the Client's offices across the State. Any damages caused due to dereliction of duty shall be recovered through the agency appropriately.

5.7.9. The Agency shall provide theft-free services. In all cases of thefts in company / or damage to company property, the Client will lodge a complaint with the police. If an enquiry by Management shows that the theft has occurred due to the negligence or connivance or absence from posts or a combination of any or all the above lapses/failure by the Agency's employees, then the Agency shall pay in full the market value of the item(s) stolen or damaged.

5.7.10. The Agency should not allow their personnel to smoke outside of designated areas and should not allow them to work under alcohol / drug influence. If any personnel are either found smoking or found in inebriated conditions, the Agency shall take stern action on their personnel including dismissal and stopping them from work. If the personnel are allowed to work under the above conditions, the Agency will be penalized at the discretion of the Client.

5.8. Wages and VDA

5.8.1. The Agency shall pay the salary as decided by mutual consent with the Client. However, the salary paid cannot be lower than the Minimum Wages Act, 1948 and applicable notifications of the Labour Department, Government of Karnataka, and other applicable most recent notification, Laws, and Statutes. The Agency shall mandatorily make salary payment to the personnel deployed for the Client on or before 5th of every month. The salary payment pertaining to the previous month shall be done vide bank account transfer to the respective bank accounts of the deployed personnel. It may be noted that there may be a delay of 1-2 months with respect to reimbursement of the salary cost of the deployed personnel by the Client to the Agency. However, the Agency shall ensure to make salary payment to the deployed personnel on or before 5th of every month.

5.8.2. The amount due to increase in minimum wages and Dearness Allowance with statutory component shall only be reimbursed by JLR but no increase in the amount of service provider's profit margin (overhead charges) shall be considered on account of increase in minimum wages and Dearness Allowance. The amount of overhead charges and profit remain firm till the end of the contract period and also for the extended period as per the terms and conditions of the contract. If wages vary due to variation in minimum wages and Dearness Allowance, the service charge payable on account of statutory benefits on the increased / decreased in minimum wages and Dearness Allowance to the Agency also gets changed (keeping the Agency's service charge/profit margin unchanged) which shall be amended through an amendment to the work order. The Agency will deduct only the amounts required for statutory benefits for the employee in accordance with Applicable Laws, and no other deductions will be made by the Agency unless approved by the certifying authority of the JLR.

5.8.3. The Agency shall deduct only applicable amounts for Employee Provident Fund (EPF) and Employee State Insurance (ESI) from the total monthly wages earned by the personnel towards the employee's subscription as per the prevailing act/rules and as amended from time to time.

5.8.4. The Agency is responsible to pay the existing applicable GST on the gross bill amount and this amount should be shown separately in the monthly bill along with their GST registration number obtained by the Agency.

5.8.5. Income Tax deduction will be made from the gross bill of the Agency as required by the Income Tax Act 1961 and the necessary TDS certificate will be issued by the Client to enable the Agency to file the income tax returns with the appropriate authority.

5.8.6. Statutory remittances like Employee Provident Fund (EPF), Employee State Insurance (ESI), and GST shall be made in the authorized banks and challans for having remitted the above by the Agency in the bank only will be accepted.

5.8.7. The Agency shall ensure to pay compensation to its employees as per the provisions of the Workman's Compensation Act, 1936.

5.9. Statutory Obligations

5.9.1. The Agency (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Client, Insurance against the risks, and forth the coverage, as shall be specified below and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintain that the current premiums have been paid.

The risks and coverages shall be:

1. Client's liability and workers' compensation insurance in respect of the Personnel of the agency in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate;
2. (2) Professional liability insurance, with a minimum coverage equal to total contract value for the contract; and
3. (3) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.

5.9.2. The Agency shall be totally responsible for the compliance of the provisions of the various applicable acts, statutes, and regulations such as Provident Fund (PF) Act Professional Tax (PT) Act, Payment of minimum wages act, etc. In case the Client is dragged into any litigation due to the default of the Agency, all costs due to such involvement will be recovered by the Client from the Agency out of their Bills/Performance Security.

5.9.3. The Agency will be solely responsible for any accidents, injuries, disability etc., to the personnel deployed by it in the course of their duties and will adhere to all regulations in respect thereof such as reporting to proper authorities about the accidents and treatment of the injured and its expenses.

5.9.4. The Agency shall contribute to Employee State Insurance Corporation (ESIC) scheme as per the Employee State Insurance Corporation (ESIC) Act 1948 and shall ensure that all applicable personnel are covered under this scheme.

5.9.5. The Agency shall be totally responsible for the compliance of the provisions of the various acts such as Employee State Insurance Corporation (ESIC) Act, Provident Fund (PF) Act Professional Tax (PT) Act, Payment of minimum wages act, Payment of Bonus Act, etc. In case JLR is dragged into any litigation due to the default of the Agency, all costs due to such involvement will be recovered by JLR from the Agency out of their Bills/Performance Security. The Agency shall be responsible for providing the following benefits to the personnel (as applicable)–

- Medical benefits as per the Employees State Insurance Act, 1948, If applicable.
- Benefits as per the Employees Provident Fund Act, 1948.
- The Agency shall be responsible to remit applicable statutory payments like EPF and ESI on total monthly gross wages paid to its personnel as employer's (Agency) contribution and submit a statement of EPF and ESI half yearly.

- The Agency shall also be responsible to remit applicable GST on the Gross monthly Bill (including service charges).
- The Agency shall pay the Compensation for accidents and injuries under the Workmen's Compensation Act, 1936.
- Cash benefits as per Karnataka Industrial Establishment (KIE) (National and Festival Holidays) Act.
- Any other applicable statutory requirements

5.9.6. The Agency shall at its own expense obtain licenses required to fulfil its obligations and requirements under the Contract.

5.9.7. The Agency shall also ensure to extend the weekly off, leave, and holidays as admissible to their workers under applicable Act.

5.9.8. The Agency shall be in obligation to pay the salary/wages on or before 5th of every month to its deployed Personnel.

5.9.9. The Agency will also reimburse all such contributions expenses and all other charges/liability to which the Client may be held liable in respect of staff engaged by the Agency by the authority/court competent for the purpose under the provisions of any of the laws/social legislature in force as on date or may be made applicable subsequently.

5.9.10. The Agency should also note that any allowances being paid by the Client, if any, should be passed on to the outsourced personnel without any deductions by the Agency. The service provider will not get any service charges on the same.

5.9.11. The Agency is obligatory to maintain proper records and documents under applicable acts and regulations including Contract Labour (Regulation & Abolition) Act, 1970. The Agency is also required to maintain the register of personnel, muster roll, attendance register, wage register, over time register and register of fines, etc., to be certified by the Client. The Agency shall at all times submit to the Client any of the records as regard to statutory benefits as maintained for reference and inspection and shall provide a copy or copies of any statement or return as may be required for the JLR.

5.9.12. The Agency shall maintain a high level of professional ethics and will not act in any manner which is detrimental to JLR's interests and maintain confidentiality on matters disclosed till proper instruction is issued for publication.

5.10. Reporting Authority of the Client:

5.10.1. The Agency shall submit a monthly report by 7th of every month to the management designated authority covering all aspects of personnel during the previous month.

5.10.2. The Agency shall submit all statements such as salaries, wages, Over Time (OT) paid to the manpower personnel and all statutory deductions from wages and other items and furnish all information to the Management as and when required to do so.

5.10.3. The Agency is required to report to the designated authority of JLR to take Instructions/directions on day-to-day functioning of the outsourced manpower in JLR. The said authority shall certify the bill pertaining to the services provided by the Agency.

5.10.4. The Agency shall arrange disbursement of wages/salaries to their employees on or before 5th of every month in respect of wages pertaining to the previous month. However, they have to submit their bills for the services provided during the previous month to the certifying authority appointed by the client in quadruplicate copies latest by 2nd of succeeding month for verification of bills and the same will be certified by the certifying authority and forwarded to the Client Accounts Department for arranging payment.

- 5.10.5. The payment of the wages/salary to each employee of the Agency shall be made only to the bank account of the employee and a copy of the pay bill shall be submitted to the designated authority immediately after such payment of wages.
- 5.10.6. The monthly bill of the Agency for the current month will not be cleared by the Client unless statutory remittances at the bank for the personnel deployed at the Client office along with proof of challans are furnished for having remitted the same for the previous month.
- 5.10.7. The Agency shall issue a notice of commencement/completion of service and file half yearly returns to the authority as per the statute.

5.11. Other Obligations of the Agency

- 5.11.1. In case of the Client requires additional personnel, the Agency should provide them at the same rate and terms & conditions of this tender.
- 5.11.2. The Agency shall be solely responsible for due observation, implementation, and compliance of statutory provisions and requirements under various labour laws as applicable time to time to his employees.
- 5.11.3. This Agency must observe all safety measures and safety arrangement while attending to above services.
- 5.11.4. The Agency shall be responsible for looking after day-to-day affairs of the employees and should be able to take independent decisions and shall be answerable for any defaults by the employees.
- 5.11.5. Necessary care should be taken by the Agency to see that the surrounding equipment, building, structures, installations, facilities etc., are not damaged. In case of loss or damages, the cost shall be borne by the Agency in full.
- 5.11.6. The Agency shall decide the modus operandi regarding the engagement of personnel for rendering proper and efficient services to the Client in accordance with the requirements of the RFP and to conform to its prescribed standards.

5.12. Other Terms and Conditions:

- 5.12.1. The personnel requirement mentioned above is only approximate and based on the prevailing situation. The personnel requirement shall be strictly as per the instructions of the Client Head Office. Mere indication of the above requirement on approximate basis will not give the right to the Agency to demand deployment of such personnel. The personnel requirement is not guaranteed in any way and is subject to change depending upon the requirement of the Unit Heads / Client. The Client also reserves the right to delete/modify certain services partially / fully. Such changes will not qualify the Agency for any extra payment and Agency agrees not to make the requirement of the personnel as a point of dispute.
- 5.12.2. This order does not give an exclusive right to the Agency over the services. In case of urgency, exigency or contingency, the Management reserves the right to split, reallocate among other Agencies or rescind the work order totally at the discretion of the Management.
- 5.12.3. The JLR also reserves the right to foreclose the Work Order at any time without assigning any reason. The transaction will be closed by settling the accounts up to the date of foreclosure of the Work Order and no extra claims shall be entertained by the Client for such closure of the Work Order.
- 5.12.4. Any unpaid claims, dues, debts, penalties, etc. payable by the Agency to the Client shall be recovered from the security deposit returnable to the Agency. Also, in case of violation of any terms and conditions or trade practice or for unsatisfactory services, the security deposit is liable for forfeiture.

- 5.12.5. The Agency is responsible for any injury or injuries to the Client's personnel caused by their employees and pay for all the expenditure towards the treatment of such injured employees. However, the Client shall not be responsible for any loss or injury sustained by the Agency's or his employees of their own due to negligence or otherwise.
- 5.12.6. The Agency shall be totally responsible for the compliance of the provisions of the applicable acts. By agreeing to the terms of this RFP, the Agency hereby undertakes to indemnify the Company against all claims made or damage suffered which may arise under the applicable Acts or Statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of services.
- 5.12.7. The services should be provided as per instructions, directions, and satisfaction of the Client.
- 5.12.8. Any changes made can be done so only with the prior approval of the Client.
- 5.12.9. JLR may utilize the services of the selected Agency to provide Manpower staffing at other properties managed and operated by JLR in accordance with the terms of the Contract for this tender.

6. Reporting Requirement

- 6.1. In addition to reporting requirements as per standard norms for Manpower Services, the Agency shall submit a monthly, quarterly, and annual report to the Client with brief details of all personnel provided to the Client under the scope of this assignment. The format for the report shall be in a format as mutually agreed upon between the Client and the Agency.
- 6.2. **Quarterly Meeting:** The Project Manager along with other Key Personnel of the Agency shall meet with authorised representative of the Client at the Client's head office at least one week before the start of the quarter to discuss the requirements and activities to be carried out for the forthcoming months. This meeting may also be used to discuss the performance over the previous month(s).

Section 6. Contract for Consultant's Services

Between

[Name of Client]

And

[Name of Agency]

Dated:

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I. Form of Contract

This CONTRACT (hereinafter called the “**Contract**”) is made the _____ day of the month of _____, 2024 between,

Jungle Lodges and Resorts Limited having its office at the Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560001 (hereinafter called the “**Client**” or “**JLR**” or “**the Authority**” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of the First Part

AND

_____, [a company registered under the Companies Act, 1956 / a partnership firm registered under Indian Partnership Act 1932 / a partnership firm registered under Limited Liability Partnership Act 2008 / a sole proprietorship registered under the Shops and Establishment Act] and having its registered office at _____ (hereinafter called the “**Consultant**” or the “**Agency**” which expression shall include their respective successors and permitted assigns) on the Second Part

JLR and Consultant are collectively referred to as “**Parties**” and individually as “**Party**”

WHEREAS

1. The Client has proposed to select a qualified Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts. In this regard, the Client has issued RFP No. _____ dated _____.
2. After a competitive bidding process, the Agency was selected for the assignment to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts (hereinafter called as the “**Project**”) and in accordance with the terms and conditions of the RFP, a Letter of Acceptance (hereinafter called the “**LoA**”) No. _____ dated _____ has been issued to the Agency.
3. The Client has requested the Agency to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “**Services**”);
4. The Agency, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract (hereinafter called “**GC**”);
 - b. The Special Conditions of Contract (hereinafter called “**SC**”);
 - c. The following appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Resources Committed by the Agency
 - Appendix D: Services and Facilities to be Provided by the Client
 - Appendix E: Breakdown of Contract Price in Indian Rupees
 - Appendix F: Form of Guarantee for Performance Security (Proforma Bank Guarantee)

Appendix G: Letter of Acceptance

Appendix H: Power of Attorney submitted by Agency

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:
 - a. The Agency shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Client shall make payments to the Agency in accordance with the provisions of the Contract

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.

FOR, AND ON BEHALF OF
[NAME OF CLIENT]

FOR, AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

By
(Authorized Representative)

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

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. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents, and approvals required to be obtained or maintained by the Agency under Applicable Law, in connection with the Services during the subsistence of this Contract
- c. **"Commencement Date"** means the date on which the Agency begin carrying out the Services pursuant to Clause GC 2.2
- d. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- g. **"GC"** means these General Conditions of Contract;
- h. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence, and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
- i. **"Government"** means the Government of Karnataka;
- j. **"Local currency"** means Indian Rupees
- k. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
- l. **"Material Breach"** shall mean and include the following
 - a. Failure by the Agency to procure the requisite insurance in accordance with this Contract;
 - b. Failure by the Agency to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
 - c. Failure by the Agency to comply with the instructions or orders of the Client made under this Contract;
 - d. The direct or indirect assignment of any rights, interest, or obligations in this Contract by the Agency in violation of any terms of this Contract;
 - e. Failure by the Agency to observe or perform any of the Agency undertakings, obligations, rights, duties, covenants, or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect
- m. **"Member"** in case the Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Agencies' rights and obligations towards the Client under this Contract.
- n. **"Party"** means the Client or the Agency, as the case may be, and "Parties" means both of them;

- o. **"Personnel"** means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)
- p. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- q. **"Services"** means the work to be performed by the Agency pursuant to this Contract as described in Appendix A; and
- r. **"Third party"** means any person or entity other than the Government, the Client, the Agency, or the Agency's personnel.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

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

1.7. 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 Contract Price.

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 Parties or such other later date as may be stated in the SC.

2.2. Commencement of Services

The Agency shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfil 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.

2.5.3. 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.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Suspension:

The Client 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 thirty (30) days after receipt by the Agency of such notice of suspension.

2.7. Termination

2.7.1. By the Client

The Client 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) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- a. if the Agency do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b. if the Agency (or any of their Members) become insolvent or bankrupt;
- c. if, 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 sixty (60) days; or
- d. if the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practice among agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- e. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2. By the Agency

The Agency may terminate this Contract, by not less than thirty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- a. if the Client fails to pay any monies 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 the Client 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 the Client of the Agencies' notice specifying such breach;
- c. if, 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 sixty (60) days.

2.7.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, 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;
- ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- iii. any right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 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 the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Agency:

- a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE AGENCY

3.1. General

The Agency shall perform the Services and carry out their 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 methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

3.2. Conflict of Interests

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

The remuneration of the Agency pursuant to Clause 6 shall constitute the Agencies' sole remuneration in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, and their agents similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Agency, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Agency and Affiliates Not to engage in certain Activities

The Agency agree that, during the term of this Contract and after its termination, the Agency, and their affiliates shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4. Prohibition of Conflicting Activities

Neither the Agency nor their Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Agency and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken out by the Agency

The Agency

- a) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and
- b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Agencies' Actions Requiring Client's Prior Approval

The Agency shall obtain the Client'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-contractor of the Agency and the terms and conditions of the subcontract shall have been approved in writing by the Client 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-contractor of the Agency and its Personnel pursuant to this Contract;
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and
- c) any other action that may be specified in the SC.

3.6. Reporting Obligations

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

3.7. Documents Prepared by the Agency to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Agency in accordance with Clause 3.6 shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions on the future use of these documents, if any, shall be specified in the SC.

3.8. Equipment and Materials Furnished by the Client

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

4. AGENCIES' PERSONNEL

4.1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Agencies' Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2. Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made to the Key Personnel. If for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance and Exemptions

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

- a) 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;
- b) assist the Agency and the Personnel employed by the Agency for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c) provide to the Agency and Personnel any such other assistance as may be specified in the SC.

5.2. Services and Facilities

The Client shall make available to the Agency and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, 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.

6. PAYMENT TO THE AGENCY

6.1. Remuneration

The method and conditions of payment to be made to the Agency under this Contract shall be as specified in the SC.

6.2. Contract Price

The Contract price is set forth in the SC.

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 E.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Agency and method and conditions of payment as stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Agency of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Agency have submitted an invoice to the Client specifying the amount due.

7. SETTLEMENT OF DISPUTES

7.1. 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.

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of Amendments of, and Supplements to, Clauses in the General Conditions of GC Clause Contract

- [1.1 (r) Subcontracting is not allowed
- [1.1(t) All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.
- [1.2 This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

[1.4.1 The addresses are :

Client:

Jungle Lodges and Resorts Limited (JLR)
Ground Floor, Khanija Bhavan
West Wing, 49 Race Course Road,
Bengaluru – 560001,
Karnataka

Contact Officer: _____

Telephone: _____

Email: _____

Agency:

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

[1.4.2 Notice shall be deemed to be effective as follows:

- a) in the case of personal delivery or registered post, on delivery;
- b) in the case of Fax/e-mail, 24 hours following confirmed transmission.

[1.6 The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified Managing Director, JLR is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

Agency shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney (Annexure H)

The authorized representatives of the client:

Managing Director
Jungle Lodges and Resorts Limited (JLR)
Ground Floor, Khanija Bhavan
West Wing, 49 Race Course Road,
Bengaluru – 560001,

Karnataka

The authorized representatives for Agency:

Mr/Ms. _____

Designation: _____

Agency Name: _____

Address: _____

- [1.7.1]** The Agency and the personnel shall pay all such taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- [2.1]** The date on which this Contract shall come into effect is Date of signing of Contract (Effective date)
- [2.2]** The time period shall be within 30 days from the date of signing of Contract (Commencement date).
- [2.3]** The Contract period hereby granted is for a period of 24 months commencing from the Effective Date. The contract is renewable for another 12 months on the basis of terms and conditions mutually agreed between both the parties which will be decided by the parties 3 months prior to the expiration of the Contract Period.
- [2.5.2 (b)]** shall be read as
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 14 (fourteen) 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.
- [2.5.2 (c)]** The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- [2.5.5] 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
- [2.7.1 (b)]** The Agency become 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
- [2.7.1(f)]** if the Agency fail to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause 7.2 hereof;
- [2.7.1(g)]** if the Agency submit to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars
- [2.7.1(h)]** if the Agency have repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract
- [2.7.1(i)]** if any representation made or warranties given the Agency under this Contract is found to be false or misleading

- [2.7.1(j)] if a resolution has been passed by the shareholders of the Agency for the voluntary winding up of the Agencies' Firm / Company
- [2.7.1(k)] if the Agency commit a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client
- [2.7.1(l)] if the Agency have assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client
- [2.7.1(m)] if the Agency discontinue to provide service as per the Contract.
- [2.7.2] **shall be read as**
By the Agency
The Agency may terminate this Contract, by not less than Ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause 2.7.2:
a. if the Client fails to pay any monies 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, 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 sixty (60) days.
- [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 Annexure A of this Contract. The Agency shall provide the manpower and deliverables specified therein in conformity with the time schedule stated therein.
- [3.2.4(c)] At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- [3.4] Insurance to be taken out by the Agency shall be as per the relevant clause of Appendix A.
- [3.5(a)] Subcontracting not allowed
- [3.5(b)] Not Applicable
- [3.6] **Reporting obligations:** as defined in Terms of Reference
- [3.7] The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
- [3.9] The Agency shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.
- [3.10] The Agency shall provide the Client with prompt written notice of any changes in the Agencies' name, ownership, or form of organisation.
- [3.11] 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. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful advisor to the Client and at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.
- [6.2] The Agency will be charging a Service Charge (**Inclusive of all applicable taxes**) of __% (_____ percent) on the gross salary per person per month charged for providing the services as per the terms of this contract.

[6.4 Terms of Payment

[6.4.1] The payment shall be made on a monthly basis within 30 working days after submission of bills with necessary enclosures. However, in case of delay in any particular month due to valid reasons, the Agency should ensure the payment to its employees / deployed / personnel in time.

[6.4.2] The Agency should ensure that the payment to its employees / personnel deployed at JLR office should be made by the 5th of every month, without linking to payment receivable from JLR.

[6.4.3] The Agency has to submit their bills for the services provided during the previous month to the certifying authority in quadruplicate latest by 2nd of succeeding month for verification of bills and the same will be certified by the certifying authority and forwarded to the JLR Accounts Department for arranging payment.

[6.4.4] The Agency will have to enclose the following along with the invoice –

- Acknowledgement of receipt of wages by employees / personnel indicating the earnings, deductions towards EPF and ESI
- Copies of deposit challans of EPF, ESI, GST, or any other tax levied by Government for the previous month.
- Bank statements showing debits from Agency's bank account towards payment of wages to its employees posted at JLR offices and properties.

The Client may require the Agency to produce the originals of any document for verification.

[6.4.5] The Client shall pay the Agency only the undisputed amounts.

[6.4.6 Change in Applicable Law

If during the period of this Contract, there is any change in the Applicable Laws with respect to leviable taxes and duties which increases or decreases the cost, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount.

[6.4.7] Any amount which the Client 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 the Authority within 30 (thirty) days after receipt by the Agency of notice thereof. Any delay by the Agency in reimbursement by the due date shall attract simple interest of 10% per annum.

[6.4.8] All payments under this Contract shall be made to the account of the Agency as may be notified to the Client by the Agency.

[6.5] Not applicable for this Contract

[6.6] The account details of the Agency is as follows –

[6.7 Penalties

[6.7.10] The essence of the contract is that efficient and theft free services shall be provided by the Agency during the tenure. Penalties will be imposed by the JLR on the Agency for the following defaults and recovered from the bills submitted by the Agency:

- No wages will be paid for the personnel absent from the work.

- For acts involving the Agency's employee directly or indirectly in any illegal act, the Client is at liberty to file police complaint apart from recovering the loss incurred.
- In case the Agency fails to provide the relievers, the reliever charges along with the penalty at 10% of wages shall be recovered from the Agency's Service Charges.

[6.7.2] In case the Agency fails to execute the services as per the terms and conditions, the Client reserves the right at its discretion to levy suitable penalty and / or to cancel the work order at Agency's risk and cost and / or to get the same services done departmentally or by any other Agency and loss or extra expenditure suffered in such event shall be recovered from the Agency in full. The non-satisfactory services on the part of the Agency will also lead to blacklisting of the Agency from applying in future empanelment and tender processes of the Client.

[6.7.3] The recoveries as mentioned above in SC 6.7 shall be made out of the Performance Security and amounts due to the Agency towards bills and in the case of deficiency, the Client will proceed legally for recovery of balance due.

[6.7.4] If any of the services performed by the Agencies fail to conform to the specifications of the assigned assignment or in the event of failure of the assignment due to indifference (such as inadequate interaction with the Client), negligence (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and the Client decides to terminate the Contract because of such failure, then a performance security shall be encashed. This shall be without prejudice to other remedies available under law and the Contract with the Client.

[6.8] Performance Security

[6.8.1] The Agency shall furnish the Performance Security in accordance with Clause 8 of Information to Agency of the RFP document

[6.8.2] The Agency shall keep the Performance Security valid and enforceable throughout the Term and for a period of 90 days after the date of expiry of the Contract. In case the Performance Bank Guarantee provided by the Agency to the Client is set to expire for any reason whatsoever at any time before 90 days after the date of expiry of the Contract, the Agency shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Agency to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Agency or to any other Party.

[6.8.2] The Performance Security will be discharged by the Client and returned to the Agency no later than 90 days following the completion of the Agencies' performance obligations under the Contract.

[6.8.3] In the event of any contract amendment, the Agency shall within 30 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 90 days after the completion of performance obligations.

[6.8.4] Encashment and Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of:

1. Breach of this Contract or for levy of Penalty specified
2. Termination of this Contract by Client for reasons other than in GCC 2.7.1(c)

3. In case the Agency is not able to deliver the services as envisaged in the Scope of Services/Terms of Reference

[7.2.] In the event of a dispute relating any of the matters set out in this Contract, including termination of this MoU, the Parties shall discuss in good faith to resolve the difference within 15 (fifteen) Business Days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolved through discussion, shall be referred to Additional Chief Secretary / Principal Secretary / Secretary for Tourism, Government of Karnataka. All such disputes that have not been satisfactorily resolved after referring to Additional Chief Secretary / Principal Secretary / Secretary for Tourism, Government of Karnataka shall be settled by arbitration in accordance with the following provisions.

[7.2.1.] Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Govt. of Karnataka Vide No LAW 273 L AC 2012(p) dated 10.01.2014:

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

[7.2.2.] Rules of Procedure

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

[7.2.3.] Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

[7.2.4.] Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

[7.2.5.] Miscellaneous

In any arbitration proceeding here under:

- a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.
- b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[7.5] Interest on Delayed Payments is not Applicable

[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 this 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 7.2 hereof.

[9 Indemnification

The Agency shall indemnify, defend and hold the Client, its officers and agents harmless against any and all

- i. Proceedings, actions and Third-Party claims arising out of a breach by the Agency of any of its obligations under this Contract , except to the extent that any such claim has
- ii. arisen due to breach by the Agency of any of its obligations under this Contract or a Force Majeure Event which is a political event.
- iii. Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism.
- iv. any loss of or damage to any of the Client's property arising out of or in connection with any act, omission, or negligence of the Agency, its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or wilful misconduct of the Client.

[10 Assignment

The rights and duties created by this Contract are personal to Agency and accordingly, except as otherwise may be permitted herein, the Agency shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Contract, in whole or in part without the express written consent of the Client. Any such purported assignment without the Client's prior written consent shall constitute a Material Breach, which will entitle the JLR to cancel the Contract apart from such assignment being null and void ab initio.

[11 Confidentiality

The Agency and their Personnel 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 the Client to the Agency and their Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Agency is under an obligation to keep confidential in relation to the Services or this Contract ("**Confidential Information**"), without the prior written consent of the Client. Notwithstanding the

aforesaid, the Agency and their Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Agency and their Personnel or becomes a part of the public knowledge from a source other than the Agency and their Personnel;
- ii. was obtained from a Third Party with no known duty to maintain its confidentiality;
- iii. 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 and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Agency or Personnel, 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.

[12] Waiver

No waiver by a Party of failure or failures by the other Party to this Contract to perform any provision of this Contract shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

[13] Limitation of Liability

The Client shall not be liable to the Agency for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Contract.

[14] Survival

In the event of any termination of this Contract in whole or in part, the clauses entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of the Client and be binding upon the Agency, their legal representatives, heirs, successors and assigns.

[15] Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

[16] Amendments

This Contract and the Appendices together constitute a complete and exclusive understanding 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 agreed to by all the Parties hereto and evidenced in writing.

[17] Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

IV. Appendices

APPENDIX A: DESCRIPTION OF SERVICES

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

As per Terms of Reference of the RFP

APPENDIX B: REPORTING REQUIREMENTS

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

As per standard norms and as per requirements of Client as specified in the Terms of Reference of the RFP document.

APPENDIX C: RESOURCES COMMITTED BY THE AGENCY

[Not Applicable for this RFP]

APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

[List hereunder Services, facilities and property to be made available to the Agency by the Client.]

As per Terms of Reference of the RFP

APPENDIX E: BREAKDOWN OF CONTRACT PRICE IN INDIAN RUPEES

[Not Applicable for this RFP]

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

APPENDIX F: FORM OF GUARANTEE FOR PERFORMANCE SECURITY (PROFORMA BANK GUARANTEE)

[Clause 8 of Section 2. Information to Consultant in the RFP document]

(To be stamped in accordance with Applicable Stamp Act, if any)

To

Managing Director
Jungle Lodges and Resorts Limited (JLR)
Ground Floor, Khanija Bhavan
West Wing, 49 Race Course Road,
Bengaluru – 560001, Karnataka.

WHEREAS M/s.....[Name and address of Agency] hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. dated to provide the services on terms and conditions set forth in this Contract for **Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts** (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of INR [Amount of Guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR (Rupees) and the guarantee shall remain valid till Unless a claim or a demand in writing is made upon us on or before..... all our liability under this guarantee shall cease.

This guarantee shall be valid until 180 days from the date of expiry of the Contract Period.

Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Jungle Lodges and Resorts Limited

Signature and Seal of the Guarantor..... In presence of

Name and Designation
(Name, Signature & Occupation)
Name of the Bank

Address
(Name & Occupation)

Date.....

APPENDIX G: LETTER OF ACCEPTANCE

[Clause 7 of Section 2: Information to Bidders the RFP in the RFP document]

To:

[Name of Agency]

[Address of Agency]

Dear Sir / Madam,

Subject: Letter of Acceptance with respect to RFP for Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts

Ref: 1. RFP No. _____
2. Negotiation Meeting dated _____
3. Revised Financial Proposal vide letter dated _____

We take reference to the negotiation meeting held on _____ and your letter dated _____ wherein M/s [Name of Bidder] has agreed to provide services for the Service Charge of __% (_____ percent) [amount in words and figures] the gross salary per person per month inclusive of all applicable taxes. This is to inform you that your financial proposal as corrected and modified is hereby accepted.

In this regard, we are pleased to inform that M/s [Name of Bidder] has been awarded to contract as the selected Agency for the RFP for Selection of an Agency to Provide Manpower Services for JLR Properties located in Bengaluru Urban, Bengaluru Rural, Chamarajanagar, Kodagu, Mandya, Mysuru, Ramanagara and Udupi Districts (RFP No. _____) dated _____. The Services shall be provided by the Agency in accordance with the provisions of the Contract which shall be entered between M/s [Name of Bidder] and Jungle Lodges and Resorts Limited. The Contract Period shall be for a period of 24 (twenty-four) months commencing from the date of signing the contract.

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 8.1 of *Information to Bidders* for an amount of INR. within 7 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to and sign the contract, failing which action will be taken as per Clause 8.4 of *Information to Bidders*.

Yours Sincerely,

Managing Director,
Jungle Lodges and Resorts Limited

APPENDIX H: POWER OF ATTORNEY SUBMITTED BY AGENCY

(To be replaced by original copy in the final Contract)