



Jungle Lodges and Resorts Limited

INVITES

Request for Proposal  
(Tender No:- **JLRL/2024-25/SE0016**)

For

Selection of a Hotel Operator to  
Operate and Maintain the  
Lalitha Mahal Palace Hotel, Mysuru

**Jungle Lodges and Resorts Limited**  
**Ground Floor, West Wing**  
**Khanija Bhavan**  
**49 Race Course Road**  
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## **SECTION 1. LETTER OF INVITATION**

No:- **JLRL/2024-25/SE0016**

27 December 2024  
Bengaluru, Karnataka

### **TENDER NOTIFICATION**

[Through Karnataka Public Procurement Portal only]

Jungle Lodges and Resorts Limited (“JLR” or the “Client”) intends to engage a Hotel Operator (“the Operator”) for the Operation and Maintenance (O&M) of Lalitha Mahal Palace Hotel (LMPH), Mysuru on a License Model. The selected Operator shall carry out marketing for the said hotel property and provide all related services to the guests of the hotel as per the standards of at least a 4-Star classified hotel as stipulated by Ministry of Tourism, Government of India. It shall include all front office management, room services, housekeeping, repair and maintenance services, food and beverage services and any other related services including but not limited to transport and logistics, travel desk, banquets, conferences, spa and wellness, etc. The Operator will be entitled to fix the prices / tariff of these services and charge the rates thereof at its discretion. The proposed engagement would be for a period of 32 (thirty-two) years including a 2 (two) year moratorium period for repairs and renovations.

Interested Operators may submit their Request for proposals (RFP) for providing the services for operation and maintenance of Lalitha Mahal Palace Hotel, Mysuru and the requisite EMD electronically through the Karnataka Public Procurement Portal. The following shall be the calendar events of tendering:

|  |  |
|--|--|
| Date of Pre-Bid Meeting                  | 17 January 2025, 12:00 hrs                   |
| Last date for receipt of pre-bid queries | 18 January 2025, 17:30 hrs                   |
| Last date of receipt of Proposals        | 31 January 2025, 17:00 hrs                   |
| Date of opening of Technical Proposal    | 01 February 2025, 17:30 hrs                  |
| Date of Technical Presentation           | To be notified to qualified bidders          |
| Date of opening of Financial Proposal    | To be notified to qualified bidders          |
| Earnest Money Deposit                    | INR 25,00,000 (Rupees Twenty Five 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. The Client 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).

The RFP shall include the following documents

- a) Section 1. Letter of Invitation
- b) Section 2. Information to Bidders
- c) Section 3. Technical Proposal – Standard Forms
- d) Section 4. Financial Proposal – Standard Forms
- e) Section 5. Terms of Reference
- f) Section 6. Draft License Agreement

Sd/-

Tender Inviting Authority,  
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 Bidder, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. Interested Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the “Proposal”) for providing the Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for entering into a License Agreement with the successful Bidder.
- 1.3. The Assignment shall be implemented in single phase as indicated in the Data Sheet.
- 1.4. The Bidders must familiarise 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 and the Lalitha Mahal Palace Hotel (LMPH) property 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. Any Bidder’s representative shall contact the officials named in the Data Sheet to arrange for their visit to the property or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit with adequate time to allow them to make appropriate arrangements.
- 1.5. The Client shall provide the inputs specified in the Data Sheet and shall make available relevant project details to the Bidders.
- 1.6. Please note that (1) the costs of preparing the proposal and of negotiating the License Agreement, including a visit to the Lalitha Mahal Palace Hotel property, are not reimbursable as a direct cost of the Assignment; and (2) the Client is not bound to accept any of the Proposals submitted.
- 1.7. The Client expects Bidders to adopt fair business practices, provide professional, objective, and impartial advice and at all times hold the Client’s interests 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 awarded the contract under the circumstances set forth below:
    - a) A firm which has been engaged by the Client to provide goods or works or operation and maintenance related services 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 operation and maintenance related 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.
- 1.1.1. 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 Bidder 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 Bidder will be hired for the purpose.

- 1.8. It is the GOK's policy to require that the Bidder observes 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 the Client and/ or 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 the Client and/ or GoK of the benefits of free and open competition.
  - b) will reject a proposal for award if it determines that the bidder 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 GOK-financed contract if it at any time determines that the bidder 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 Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- 1.9. Bidder 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 (c).
- 1.10. Bidder 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 Portal.
- 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 to the Karnataka Public Procurement Portal 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 it indicated in the Data Sheet that Consortium is permitted for this Assignment, the Bidder may, obtain a full range of expertise by associating with individual Bidder(s) and/or other Bidder or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other Bidders invited for this Assignment only if it is indicated in the Data Sheet that Consortium is permitted for this assignment. Bidders must obtain the approval of the client to enter into a Joint Venture with Bidders not invited for this assignment.
  - b) Accounts/Reports to be submitted by the Bidder 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 Kannada.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) Technical Proposal Submission Form (Section 3A)
  - (ii) Details of the Bidder (Section 3B)
  - (iii) Undertaking for Experience in Hotel / Hospitality Management: The undertaking shall specify that the Bidder is engaged in the Business of Hotel / Hospitality management for the past 20 (twenty) years. Additionally, the undertaking shall also specify that the Bidder is operating/managing at least 300 (Three Hundred) rooms in hotel/resort properties across India and abroad, with a minimum capacity of 60 (Sixty) Rooms in each hotel property (Section 3C),
  - (iv) Details of Bidder's Experience: A brief description of the Bidder's organization and an outline of recent experience on Hotel / Resort projects of a similar nature. For each project, the outline should indicate, inter alia, the profiles and names of the key staff provided, duration of the assignment, contract amount, and firm's involvement (Section 3D),
  - (v) A description of the methodology and work plan for performing the assignment (Section 3E),
  - (vi) Financial capacity of the Bidder including a certificate from independent / statutory auditor in the prescribed format (Section 3F),
  - (vii) Power of Attorney for Authorized Signatory of the Bidder (Section 3G),
  - (viii) 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 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).

- 3.7. The Bidder 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 Client in the Terms of Reference. The Price Offer by the Bidder shall be as specified in the Data Sheet.
- 3.8. The Bidder shall express the price of their services as per the information provided in the Data Sheet.
- 3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. 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 bidder who do not agree have the right not to extend the validity of their proposals.

#### **4. Submission, Receipt and Opening of Proposals**

- 4.1. Interested bidders shall login to the Karnataka Public Procurement Portal and follow the procedures and guideline given there or call the Karnataka Public Procurement Portal help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.
- 4.2. Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Bidders must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

#### **4.3. EARNEST MONEY DEPOSIT**

- 4.3.1. The Bidders are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid.
- 4.3.2. The Bidder can pay the EMD in the Karnataka Public Procurement Portal using any of the valid supported payment modes.
  - 4.3.3. The Bidder's bid will be evaluated only on confirmation of receipt of the payment of EMD. The EMD amount will have to be submitted by the Bidder taking into account the conditions as per the Government of Karnataka's Karnataka Public Procurement portal.
- 4.4. The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.
- 4.5. An authorized representative of the Bidder shall digitally sign the Proposal in the Karnataka Public Procurement Portal. The representative's authorization is confirmed by a written Power of Attorney / Copy of Board Resolution accompanying the Proposal.
- 4.6. The Bidder shall submit the bids separately, i.e., Technical and Financial electronically online in the Karnataka Public Procurement Portal.
- 4.7. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.
- 4.8. 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.
- 4.9. 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 the Karnataka Public Procurement Portal only, and the Financial Proposal of qualified bidders will be opened in the presence of the bidders who choose to attend.



#### **4.10. REFUND OF EMD**

- 4.10.1. 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 Bidder registered in the Karnataka Public Procurement Portal.
- 4.10.2. The earnest money deposit of unsuccessful Bidder will be returned after the award of the proposal to the successful Bidder.
- 4.10.3. The earnest money deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.
- 4.10.4. 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 Financial Proposal, pursuant to Clause 2.5.6; 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 Agreement
  - d) In case of Bidder submitting fake documents such as Annual Financial Turnover, Work Done Certificate etc., relevant to the proposal.
- 4.11. 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.
- 4.12. After the deadline for submission of Proposals, the Technical Proposal will be opened after 1 working days 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 Bidder 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 Bidder'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 Client is obtained. The Client will carry out the technical evaluation of proposals of only the Bidder firms who satisfy the eligibility criteria, as mentioned in the Data Sheet.

#### **EVALUATION OF TECHNICAL PROPOSALS**

- 5.3. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the eligibility of the proposals on the basis of their responsiveness to the eligibility criteria specified in the Data Sheet. The evaluation committee shall assess the documents comprising the Technical Proposal submitted by the Bidders, applying the evaluation criteria and sub-criteria

specified in the Data Sheet for the assessment of eligibility of proposals. A Proposal shall be rejected at this stage if it does not respond to important aspects of the eligibility criteria or if it fails to meet all of the evaluation criteria and sub-criteria as specified in the Data Sheet.

- 5.4. All Bidders who meet the eligibility criteria shall be invited to make a Technical Presentation on their response to the Terms of Reference of the tender document by detailing their proposed approach and methodology for running the LMPH property. The evaluation committee shall assess the responsiveness of the Technical Presentation to the Terms of Reference of the tender document. The Bidder should ensure coverage of all points as specified in the Data Sheet for assessment of responsiveness to the Terms of Reference Any proposal considered unsuitable by the evaluation committee shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference
- 5.5. Only the bids that meet the eligibility criteria and are suitably responsive to the Terms of Reference shall be eligible for the opening of the Financial Proposal.

#### **PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING**

- 5.6. After the evaluation of quality is completed, the Client shall notify those Bidders whose proposals did not meet the eligibility criteria(s) 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 eligibility criteria(s) and whose presentation were found to be responsiveness to the Terms of Reference of the tender document, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, electronic mail or through the Karnataka Public Procurement Portal.
- 5.7. The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The Client shall prepare minutes of the public opening.
- 5.8. 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.
- 5.9. The ranking of the bids will be done on the basis of the process described in the Data Sheet.

#### **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 the License Agreement, the contract will be awarded following negotiations.
- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology and work plan, staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and the Bidder will then work out final Terms of Reference and activities, 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 License Agreement. Special attention will be paid to getting the most the Bidder 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 Bidder on the basis of, among other things, an evaluation of the capability of the firm in operating similar hotel properties, the Client expects to negotiate the License Agreement on the basis of hotel operations and revenue generation potential of the hotel property.
- 6.5. The negotiations will conclude with a review of the draft form of the License Agreement. To complete negotiations the Client and the Bidder will initial the agreed License Agreement.

#### **7. Award of Contract**

- 7.1. The contract, i.e., the License Agreement will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those Bidders who did not pass the technical evaluation (para 5.3)
- 7.2. The selected Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.3. The successful Bidder shall be required to bear all costs associated with or relating to the preparation, finalisation, and submission of all documents required to be executed by it with the Client.
- 7.4. The Award of Contract is subject to the approval of the State Cabinet. The decision of the Government of Karnataka in this regard shall be final and binding on all parties.

#### **8. Performance Security**

- 8.1. Within 14 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet.
  - (i). Banker's cheque / Demand draft / Pay Order in favour of in favour of the Client, payable at Bengaluru.
  - (ii). A bank guarantee in the form given in Schedule 7 of the draft License Agreement; or.
  - (iii). Fixed Deposit Receipts (FDR) Pledged in the name of the Client

The Performance Security shall be in in favour of "**Managing Director, Jungle Lodges and Resorts Limited**", payable at Bengaluru. The Performance Security should be payable on demand.

- 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 terms and conditions of the Performance Security shall be as per the License Agreement.
- 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 Bidder to furnish the Performance Security as provided in Clause 8.1 or enter into License Agreement 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
  1. forfeit the Earnest Money Deposit amount of the selected Bidder, and
  2. either invite the Bidder with the next best offer for negotiations, or
  3. 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 Bidders has been notified that it has been awarded the contract.

## DATA SHEET

### Information to Bidders

| Sl. No. | Clause | Title  | Details  |
|---------|--------|--|--|
| 1.      | 1.1    | Name of the Client                               | Jungle Lodges and Resorts Limited (JLR)  |
| 2.      | 1.1    | Method of Selection                              | <b>Highest Bidder Selection (HBS)</b><br>Highest Net Revenue Share Percentage (up to 2 decimal places) quoted by the Bidder  |
| 3.      | 1.2    | A Technical and Financial Proposal are requested | Yes  |
| 4.      | 1.2    | Name of the Project                              | Selection of a Hotel Operator to Operate and Maintain Lalitha Mahal Palace Hotel, Mysuru   |
| 5.      | 1.2    | Objective of the Project                         | <p>Jungle Lodges and Resorts Limited proposes to select a Hotel Operator to operate and maintain the Lalitha Mahal Palace Hotel (LMPH), Mysuru, Karnataka on a License Model.</p> <p>The property is owned by Department of Tourism (DoT), Government of Karnataka (GoK) and is currently operated by Jungle Lodges and Resorts Limited (JLR).</p> <p>The selected Hotel Operator shall operate and maintain the Lalitha Mahal Palace Hotel property for a period of 32 (thirty-two) years including a 2 (two) year Moratorium Period for repairs and renovations.</p> <p>At the end of the license period, the Operator shall hand over the Lalitha Mahal Palace Hotel property back to the Client on an as-is-where-is basis in accordance with the Handback Clause of the License Agreement</p> |
| 6.      | 1.2    | Description of the Project                       | Please refer Section V: Terms of Reference   |
| 7.      | 1.3    | The Assignment is phased                         | No   |
| 8.      | 1.4    | A pre-proposal conference will be held           | Yes  |
| 9.      | 1.4    | Pre proposal conference time & date              | Time & date as notified in the Karnataka Public Procurement Portal   |
| 10.     | 1.4    | A pre-proposal conference venue                  | Conference Room,<br>Jungle Lodges and Resorts Limited<br>Ground Floor, West Wing<br>Khanija Bhavan<br>49 Race Course Road<br>Bengaluru – 560 001   |

| <b>Sl. No.</b> | <b>Clause</b> | <b>Title</b>   | <b>Details</b>   |
|----------------|---------------|--|--|
| 11.            | 1.5           | Inputs from the Client   | As per Terms of Reference  |
| 12.            | 1.7.2         | The Client envisages the need for continuity of downstream work:                   | No   |
| 13.            | 1.10          | Clauses on fraud and corruption  | The clauses on fraud and corruption are Article 8.1 xv. Of the License Agreement   |
| 14.            | 2.1           | Clarifications   | Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portal through email to " <a href="mailto:md@junglelodges.com">md@junglelodges.com</a> "<br><br>Requests for clarifications must carry the subject line "Queries for RFP for Selection of a Hotel Operator to Operate and Maintain the Lalitha Mahal Palace Hotel, Mysuru"                                  |
| 15.            | 3.1           | Language of the Proposal   | English  |
| 16.            | 3.3 a         | Bidder may associate with other participating Bidders                              | No. Consortium is not permitted for this assignment.   |
| 17.            | 3.3 a         | Name of the Consortium Partners:   | Not Applicable. Consortium is not permitted for this assignment.   |
| 18.            | 3.3 b         | The estimated number of Key Professional Staff Months required for the assignment  | Based on the Scope of Work, the Bidder shall form a multi-disciplinary team for undertaking this assignment.   |
| 19.            | 3.3 b         | Reports which are part of the assignment must be written in the following language | English  |
| 20.            | 3.4 (x)       | Additional Information in the Technical Proposal includes                          | Nil  |
| 21.            | 3.7           | Price Offer  | The Bidder shall offer to share a percentage of the Net Revenue.<br><br>The Bidder shall submit their <b>Net Revenue Share Percentage (%)</b> offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the Client in the Terms of Reference. The Net Revenue Share Percentage should be entered as a percentage up to two decimal places and |

| Sl. No. | Clause | Title                 | Details   |
|---------|--------|-----------------------|---|
|         |        |                       | <p>should be exclusive of taxes.</p> <p><b><u>The Client shall not consider Financial Bid quote less than 10% Net Revenue Share Percentage and the same shall be disqualified during evaluation of Financial Proposal.</u></b></p> <p>The Net Revenue Share is the percentage of the <b>Net Revenue</b> (Gross Revenue less Deductions) that the Bidder intends to share from Operations of the Property (the “<b>Net Revenue Share</b>”) to the Client for award of the assignment. Net Revenue Share, Gross Revenue, and Deductions are as defined in the draft License Agreement.</p> <p>For clarification:</p> <ul style="list-style-type: none"> <li>● <b>Net Revenue = Gross Revenue – Deductions</b></li> <li>● <b>Net Revenue Share % = % of Net Revenue shared with the Client as per negotiated financial bid</b></li> </ul> <p>The percentage figure shall be quoted by the Bidder at two decimal places and shall be uniform throughout the tenure of the License Agreement. The amount to be shared with the Client shall not be taxed further, i.e., the successful bidder must account for any taxes to be paid in its share of Net Revenue Share. <b>Kindly note that even if the KPPP portal shows “inclusive of taxes”, the amount to be quoted should be exclusive of taxes.</b></p> <p>In the event of any difference between figures and words, the amount indicated in words shall prevail.</p> |
| 22.     | 3.8    | Payment to the Client | <p>The Bidder shall pay the following amounts to the Client every year –</p> <ol style="list-style-type: none"> <li>1. <b>Minimum Guaranteed Annual Payment</b> as per the slab provided in the tender, to be paid in two equal instalments each year</li> <li>2. <b>Net Revenue Share Payment</b> as per the negotiated Financial Bid, to be paid quarterly</li> </ol> <p>The Bidder shall quote the Net Revenue Share Percentage up to two decimal places and shall be exclusive of taxes. The Net Revenue Share Payment by the Bidder to the Client shall be equal to <b>Net Revenue Share % x Net Revenue</b>. The Net Revenue Share payment to the Client shall be in addition to the Minimum Guaranteed Annual Payment to be paid to the Client.</p>  |

| Sl. No.                          | Clause  | Title   | Details  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
|----------------------------------|---|---|--|----------------------|---------------|-----------------------|-----------------------------|--------------------|---|----------------------------|--|----------------------------------|---|
|                                  |   |   | <p>Kindly refer to the draft License Agreement for further details regarding the License Payment.</p> <p>By way of illustration, the following may be considered –</p> <table border="1"> <tr> <td><b>Gross Revenue</b></td> <td>INR 1000 Lakh</td> </tr> <tr> <td><b>Applicable GST</b></td> <td>10% (for illustration only)</td> </tr> <tr> <td><b>Net Revenue</b></td> <td>= Gross Revenue less GST<br/>= 1000 – (1000 x 10%)<br/>= INR 900 Lakh</td> </tr> <tr> <td><b>Net Revenue Share %</b></td> <td>40.00% (inclusive of applicable taxes)</td> </tr> <tr> <td><b>Net Revenue Share Payment</b></td> <td>= Net Revenue Share % x Net Revenue<br/>= 40.00% x 900<br/>= INR 360 Lakh</td> </tr> </table> <p>This amount is inclusive of applicable taxes</p> <p>Reconciliation of payments, if required, shall be done after the audited financial statements are prepared for the year.</p> | <b>Gross Revenue</b> | INR 1000 Lakh | <b>Applicable GST</b> | 10% (for illustration only) | <b>Net Revenue</b> | = Gross Revenue less GST<br>= 1000 – (1000 x 10%)<br>= INR 900 Lakh | <b>Net Revenue Share %</b> | 40.00% (inclusive of applicable taxes) | <b>Net Revenue Share Payment</b> | = Net Revenue Share % x Net Revenue<br>= 40.00% x 900<br>= INR 360 Lakh |
| <b>Gross Revenue</b>             | INR 1000 Lakh   |   |  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| <b>Applicable GST</b>            | 10% (for illustration only)   |   |  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| <b>Net Revenue</b>               | = Gross Revenue less GST<br>= 1000 – (1000 x 10%)<br>= INR 900 Lakh     |   |  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| <b>Net Revenue Share %</b>       | 40.00% (inclusive of applicable taxes)                                  |   |  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| <b>Net Revenue Share Payment</b> | = Net Revenue Share % x Net Revenue<br>= 40.00% x 900<br>= INR 360 Lakh |   |  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| 23.                              | 3.9   | Validity of Proposals   | 180 days   |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| 24.                              | 4.11  | Last Date and time for submission of proposal                                 | As notified in the Karnataka Public Procurement Portal   |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| 25.                              | 5.1   | The address to send information to the Client is:                             | <p>Jungle Lodges and Resorts Limited,<br/>Ground Floor, West Wing<br/>Khanija Bhavan<br/>49 Race Course Road<br/>Bengaluru – 560 001</p> <p>Ph: 080 4055 4044</p> <p>Email: md@junglелodges.com</p>  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| 26.                              | 5.3   | Eligibility Criteria for Technical Proposal                                   | As detailed below in Clause 5.3.1 following this table in the Data Sheet   |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| 27.                              | 5.4   | Assessment of Technical Presentation for Responsiveness to Terms of Reference | Assessment of Technical Presentation for Responsiveness to Terms of Reference shall be as detailed below in Clause 5.4.1 following this table in the Data Sheet  |                      |               |                       |                             |                    |   |                            |  |                                  |   |
| 28.                              | 5.8   | Ranking of the Bids   | The Bidder quoting the highest revenue share percentage will be invited for negotiations.  |                      |               |                       |                             |                    |   |                            |  |                                  |   |



| Sl. No. | Clause | Title                                       | Details   |
|---------|--------|---|---|
|         |        |   | If there is a tie in ranking, the Bidder with the highest score in the technical presentation shall be ranked as the successful bidder and shall be invited for negotiations. |
| 29.     | 6.1    | Address for Negotiations                    | Jungle Lodges and Resorts Limited<br>Ground Floor, West Wing<br>Khanija Bhavan<br>49 Race Course Road<br>Bengaluru – 560 001  |
| 30.     | 7.2    | Date of commencement / Handover of property | Date of Signing of the License Agreement  |
| 31.     | 8.1    | Performance Security                        | As per Article 4.1 of the License Agreement   |

### 5.3.1. Assessment of Eligibility Criteria for Technical Proposal

Only the Bidders satisfying all of the following Eligibility Criteria shall be invited for the Technical Presentation. The Bidders should submit all the supporting documents required for assessment of Eligibility Criteria unless otherwise specified.

| Sl. No. | Eligibility Criteria   | Supporting Document to be Submitted<br><i>(All documents must be submitted unless specified otherwise)</i>   |
|---------|--|--|
| 1.      | <p><b>Legal Entity:</b><br/>The Bidder should be a company incorporated in India under The Indian Companies Act, 1956/2013 or a registered Partnership Firm under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008, with a registered office and operations in India.</p> | <ul style="list-style-type: none"> <li>• Details of the Bidder (<b>Section 3B</b>)</li> <li>• If the Bidder is a company – <ul style="list-style-type: none"> <li>○ Copy of Certificate of Incorporation</li> <li>○ Copy of Memorandum of Association and Articles of Association</li> </ul> </li> <li>• If the Bidder is a limited liability partnership – <ul style="list-style-type: none"> <li>○ Copy of Registration Certificates</li> <li>○ Copy of LLP agreement</li> </ul> </li> <li>• If the Bidder is a partnership firm– <ul style="list-style-type: none"> <li>○ Copy of Registration Certificates</li> <li>○ Copy of Partnership Deed</li> </ul> </li> <li>• All Bidders should submit the following documents – <ul style="list-style-type: none"> <li>○ Self-attested copy of PAN card</li> <li>○ Self-attested copy of GST registration</li> <li>○ Self-attested copy of TAN</li> <li>○ IT returns for the last 3 completed financial year (FY 2020-21, FY 2021-22, and FY 2022-23)</li> </ul> </li> </ul> |

|                  |   |   |
|------------------|---|---|
| <p><b>2.</b></p> | <p><b>Years of Experience:</b><br/>The Bidder should have been in operation in the field of hospitality/hotel management* for a <b>minimum of 10 years</b> as of the date of Notice Inviting Tender (NIT). The applicable hotel / resort properties should be either owned by the Bidder or operated on lease / concession / management contract basis by the Bidder</p> <p><i>*The Hotel / Resort Property can be either owned property or property taken and operated on a lease basis / concession / management contract basis. In case of property operated on a lease / concession / management contract basis, supporting documents regarding the same may be submitted</i></p> | <ul style="list-style-type: none"> <li>• Details of the Bidder at <b>Section 3B</b></li> <li>• Undertaking for Experience in Hotel / Hospitality Management at <b>Section 3C</b></li> <li>• Details of Bidder's Experience at <b>Section 3D</b></li> </ul>  |
| <p><b>3.</b></p> | <p><b>Average Annual Turnover:</b><br/>The Bidder should have a minimum average annual turnover of at least <b>INR 100 Crore (Rupees One Hundred Crore)</b> from the hotel / hospitality business in the financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24</p>  | <ul style="list-style-type: none"> <li>• Certificate from Independent Auditor / Statutory Auditor stating the average annual turnover of the Bidder from the hotel / hospitality business in the financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 in the format at <b>Section 3F</b></li> <li>• Copy of the Audited Profit &amp; Loss Statements and Annual Reports for the financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 duly certified by Independent Auditor / Statutory Auditor of the Bidder</li> </ul> |
| <p><b>4.</b></p> | <p><b>Minimum Net Worth:</b><br/>The Bidder should have a <b>minimum Net Worth of INR 100 Crore</b> (Rupees One Hundred Crore) as per the audited accounts for the Financial Year 2023-24</p>   | <ul style="list-style-type: none"> <li>• Certificate from Independent Auditor / Statutory Auditor stating the Bidder's <b>Net Worth</b> as per the audited financial statements for Financial Year 2023-24 in the format at <b>Section 3F</b></li> <li>• Audited financial statements of the Bidder for the Financial Year 2023-24</li> </ul>   |
| <p><b>5.</b></p> | <p><b>Net Profit:</b><br/>The Bidder should have made a <b>Net Profit</b> for the financial years FY 2021-22, FY 2022-23, and FY 2023-24</p>  | <ul style="list-style-type: none"> <li>• Certificate from Independent Auditor / Statutory Auditor stating the Bidder's indicating <b>Net Profit</b> for the financial years FY 2021-22, FY 2022-23, and FY 2023-24 in the format at <b>Section 3F</b></li> <li>• Copy of the Audited Profit &amp; Loss Statements and Annual Reports for the financial years FY 2021-22, FY 2022-23, and FY 2023-24 duly</li> </ul>   |

|    |   |   |
|----|---|---|
|    |   | certified by Independent Auditor / Statutory Auditor of the Bidder  |
| 6. | <p><b>Clean Track Record:</b><br/> The Bidder should not have been blacklisted or barred by any Central or State Government or Public Sector Undertaking 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"> <li>• Technical Proposal Submission Form at <b>Section 3A</b></li> </ul>   |
| 7. | <p><b>Power of Attorney for Authorized Signatory:</b><br/> 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 the Authorized Signatory for signing this bid.</p>   | <ul style="list-style-type: none"> <li>• 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. Suggested format for Power of Attorney in favour of Authorized Signatory is given at <b>Section 3G</b></li> </ul> |
| 8. | <p><b>Experience with Operation of Hotel / Resort Properties:</b><br/> The Bidder should have at least <b>4 (four) operational hotel / resort properties in India with a 5-Star classification or higher or abroad with an equivalent classification.</b> The following conditions apply for each the properties proposed for eligibility for the tender by the Bidder –</p> <ul style="list-style-type: none"> <li>• The hotel / resort property should have a <b>minimum of 5-Star classification</b> as per the guidelines issued by the Ministry of Tourism, Government of India. For hotel / resort properties located abroad, the property must have a classification equivalent to 5-Star or above as certified by an applicable authority equivalent to Ministry of Tourism, Government of India.</li> <li>• The hotel / resort property should have a <b>minimum of 60 rooms</b> operational in each property</li> <li>• The hotel / resort property should have been operated by the Bidder for a <b>minimum of 10 years</b> as on the date of notice inviting tender</li> <li>• The hotel / resort property should be either owned by the Bidder or operated on lease / concession / management contract basis by the Bidder</li> <li>• The hotel / resort property should be <b>currently under the operational and management control</b> of the Bidder</li> </ul> | <ul style="list-style-type: none"> <li>• Details of the Bidder at <b>Section 3B</b></li> <li>• Undertaking for Experience in Hotel / Hospitality Management at <b>Section 3C</b></li> <li>• Details of Bidder's Experience at <b>Section 3D</b></li> </ul>  |
| 9. | <p><b>Experience with Operation of Heritage Hotel / Resort Properties:</b><br/> The Bidder should have at least <b>1 (one) operational Heritage hotel / resort property in India.</b> The following conditions apply for each the properties proposed for eligibility for the tender by the Bidder –</p>  | <ul style="list-style-type: none"> <li>• Details of the Bidder at <b>Section 3B</b></li> <li>• Undertaking for Experience in Hotel / Hospitality Management at <b>Section 3C</b></li> <li>• Details of Bidder's Experience at <b>Section 3D</b></li> </ul>  |

|  |   |  |
|--|---|--|
|  | <ul style="list-style-type: none"> <li>• The hotel / resort is running in a palace / castle / fort / haveli / hunting lodges / residence of any size built prior to 1950. The facade, architectural features and general construction should have the distinctive qualities and ambience in keeping with the traditional way of life of the area. The architecture of the property to be considered for this category should not normally be interfered with. Any extension, improvement, renovation, change in the existing structures should be in keeping with the traditional architectural styles and constructional techniques harmonising the new with the old. After expansion/renovation, the newly built up area added should not exceed 50% of the total built up (plinth) area including the old and new structures. For this purpose, facilities such as swimming pools, lawns etc. will be excluded.</li> <li>• The hotel / resort property should have been operated by the Bidder for a <b>minimum of 10 years</b> as on the date of notice inviting tender</li> <li>• The hotel / resort property should be either owned by the Bidder or operated on lease / concession / management contract basis by the Bidder</li> <li>• The hotel / resort property should be <b>currently under the operational and management control</b> of the Bidder</li> </ul> |  |
|--|---|--|

**Note for Assessment of Eligible Criteria –**

1. For assessment of Eligibility Criteria for this tender, only the following types of property shall be considered under hospitality sector: Hotel and Resorts
2. The Bidder shall quote their experience as an Individual Firm for consideration for the assessment of Experience. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm as the hotel operator in the project. The Client reserves the right to request any further supporting documents from the Bidder during the evaluation of the technical proposal and at any time prior to the signing of the contract / agreement
3. The financial capacity and technical experience of the parent / subsidiary / associate entities of the Bidder would not be considered towards assessment of Eligibility Criteria
4. 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. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract / agreement

#### 5.4.1 Technical Presentation

The Bidders who meet the eligibility criteria shall be invited to make a Technical Presentation to the evaluation committee formed by the Client. The Bidder should ensure their presentation is suitably responsive to the Terms of Reference of the RFP and should effectively convey the Bidder's qualifications, strategies, and plans for the operation and maintenance of the hotel. The presentation should instil confidence in the Bidder's commitment, capability, and alignment with the Lalitha Mahal Palace Hotel's objectives. The Bidder should submit a soft copy of the presentation to [md@junglelodges.com](mailto:md@junglelodges.com) and two hard copies of the presentation to the evaluation committee on the scheduled date of the technical presentation.

The presentation should cover the following –

| Sl. No. | Criteria  | Description   | Maximum Marks |
|---------|---|---|---------------|
| 1.      | <b>Experience and Track Record</b>  | Showcase relevant experience in managing and upgrading high-end hotel & resort properties, emphasizing successful projects that align with the Lalitha Mahal Palace Hotel's scope.  | 10 marks      |
| 2.      | <b>Experience with Operation and Management of Heritage Hotels / Resorts / Hospitality Projects</b> | Showcase relevant experience in managing and upgrading heritage hotels / resorts / hospitality projects, emphasizing successful projects that align with the Lalitha Mahal Palace Hotel's scope.  | 20 marks      |
| 3.      | <b>Understanding of the Project</b>   | Demonstrate a deep understanding of the hotel's unique characteristics, historical significance, and the values it holds for the people of Mysuru and Karnataka.  | 10 marks      |
| 4.      | <b>Strategic Vision and Planning</b>  | Present a clear and detailed plan and budget for executing necessary repairs, upgrades, and construction within the specified timeframe, emphasizing key milestones and strategies. Clearly identify potential challenges and present well-thought-out solutions to mitigate these challenges effectively. Present how persons having experience with heritage properties / projects will be involved with the project. | 20 marks      |
| 5.      | <b>Customer Experience and Innovation</b>   | Present a robust marketing strategy to promote the Lalitha Mahal Palace Hotel as a high-end hotel, showcasing the bidder's innovative approaches to attract a premium clientele. Detail strategies to enhance customer experience, improve operational efficiencies and showcase innovative approaches to set the Lalitha Mahala Palace Hotel apart.  | 20 marks      |
| 6.      | <b>Community Engagement</b>   | Demonstrate the bidder's commitment to engaging with the local community and implementing initiatives that contribute positively  | 5 marks       |

| <b>Sl. No.</b>     | <b>Criteria</b>                             | <b>Description</b>  | <b>Maximum Marks</b> |
|--------------------|---|---|----------------------|
|                    |   | to the socio-economic development of Mysuru. Demonstrate the bidder's community to sustainability and the preservation and showcasing of heritage and cultural values particular to Lalitha Mahal Palace Hotel and Mysuru   |                      |
| 7.                 | <b>Reporting Plan</b>                       | Outline a comprehensive reporting strategy, detailing how the bidder plans to keep the Government of Karnataka informed about progress, financial performance, and any operational issues. Detail the bidder's plans for compliance with approval processes from the client and relevant authorities and regulatory bodies. Present the mechanisms for License Payments, ensuring transparency and viability. | 5 marks              |
| 8.                 | <b>Risk Assessment Plan</b>                 | Conduct a thorough risk analysis, presenting potential risks associated with the project and outlining proactive measures to mitigate these risks effectively. The plan should emphasize proactive measures for crisis management, legal and statutory compliance, and quality assurance to ensure smooth operations and reputation management.   | 10 marks             |
| 9.                 | <b>Support from Government of Karnataka</b> | The support required from the Government of Karnataka, the Department of Tourism, and Jungle Lodges and Resorts Limited should be clearly mentioned.  | -                    |
| <b>Total Marks</b> |   |   | 100 marks            |

The Bidders must score a minimum of 75 marks overall to be eligible for the next stage of the proposal evaluation.

### **SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS**

| <b>Section</b> | <b>Standard Forms</b>   |
|----------------|---|
| <b>3A</b>      | Technical Proposal submission form  |
| <b>3B</b>      | Details of the Bidder   |
| <b>3C</b>      | Undertaking for Experience in Hotel / Hospitality Management  |
| <b>3D</b>      | Details of Bidder's Experience  |
| <b>3E</b>      | Description of the methodology and work plan for performing the assignment.   |
| <b>3F</b>      | Financial Capacity of the Bidder  |
| <b>3G</b>      | Format for Power of Attorney for Authorized Signatory   |
| <b>3H</b>      | Comments and suggestions on the Terms of Reference and on the data, services, and facilities to be provided by the Client |

### **3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

From: (Name of Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
Managing Director,  
Jungle Lodges and Resorts Limited  
Ground Floor, West Wing  
Khanija Bhavan  
49 Race Course Road  
Bengaluru – 560 001  
Dear Sir

**Subject:** RFP for Selection of a Hotel Operator to Operate and Maintain Lalitha Mahal Palace Hotel, Mysuru

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal.

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 any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last 3 (three) years, we or any of our Associates 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 do hereby undertake that we or any of our Directors, Promoters or Associates have not been blacklisted or barred by any Central or State Government or Public Sector Undertaking
5. I/we do hereby undertake that we or any of our Directors, Promoters or Associates are not involved in any major litigation that may affect or compromise the delivery of service required.
6. I/we do hereby undertake that we and none of our Directors, Promoters, or Associates figure in any list of wilful defaulters maintained by the Reserve Bank of India, or have been charge sheeted, or convicted by a Court of Law for any offence committed for any financial crimes or money-laundering activities.



7. Neither I/we and nor our Promoters' have an account, which has been classified as a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949, as of the date of submission of the Technical Bid.
8. I/we hereby undertake that we and none of our Directors, Promoters, or Associates 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.
9. I/We have examined and have no reservations about the RFP Documents, including any Addendum issued by the Client.
10. I/We do not have any conflict of interest in accordance with Clause 1.7.1 of the RFP Document;
11. 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 Clause 1.8 of 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
12. The Proposal is unconditional and unqualified
13. I/We agree to keep this offer valid for 180 (Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
14. 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 Bidder, without incurring any liability to the Bidders in accordance with Clause 1.6 of the RFP document.
15. 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.
16. 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 during the period of validity of the proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff and hotel operations. 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.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

### **3B. DETAILS OF THE BIDDER**

*(To be submitted on the Letterhead of the Bidder)*

| <b>Sl. No.</b> | <b>Criteria</b>   | <b>Details</b>   |
|----------------|---|--|
| <b>1.</b>      | <b>Bidder Details</b>   |  |
| <b>1.1.</b>    | Name of Company/Firm  |  |
| <b>1.2.</b>    | Country of Incorporation  |  |
| <b>1.3.</b>    | Date of Incorporation and/or Commencement of Business   |  |
| <b>1.4.</b>    | Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project |  |
| <b>1.5.</b>    | Registered Office Details   | Address:<br>Contact Person:<br>Mobile:<br>Phone:<br>Email:<br>Fax:                     |
| <b>1.6.</b>    | Branch/Regional Office Details  | Address:<br>Contact Person:<br>Mobile:<br>Phone:<br>Email:<br>Fax:                     |
| <b>1.7.</b>    | Details of the Authorized Signatory for the Tender  | Name:<br>Designation:<br>Address:<br>Phone:<br>Email:<br>Supporting document enclosed: |
| <b>1.8.</b>    | Details for individual(s) who will serve as Point of Contact  | Name:<br>Designation:<br>Mobile:<br>Phone:<br>Email:                                   |
| <b>1.9.</b>    | Nature of Business.<br>(such as Govt. Organization/Undertaking, Public/Private Ltd. Co., Partnership Firm, HUF, etc.)                     |  |
| <b>2.</b>      | Company / LLP / Firm registration details with the supporting documents   | <ul style="list-style-type: none"> <li>• If the Bidder is a company –</li> </ul>       |

| Sl. No. | Criteria  | Details  |
|---------|---|--|
|         |   | <ul style="list-style-type: none"> <li>○ Enclosed copy of Certificate of Incorporation: [ ] Yes [ ] No</li> <li>○ Enclosed copy of Memorandum of Association and Articles of Association: [ ] Yes [ ] No</li> <li>● If the Bidder is a partnership firm– <ul style="list-style-type: none"> <li>○ Enclosed copy of Registration Certificate: [ ] Yes [ ] No</li> <li>○ Enclosed copy of Partnership Deed: [ ] Yes [ ] No</li> </ul> </li> <li>● If the Bidder is a limited liability partnership firm – <ul style="list-style-type: none"> <li>○ Enclosed copy of Registration Certificate: [ ] Yes [ ] No</li> <li>○ Enclosed copy of Partnership Deed: [ ] Yes [ ] No</li> </ul> </li> </ul> |
| 3.      | PAN Card Number. Self-attested copy to be enclosed.   | Number:<br>Enclosed: [ ] Yes [ ] No  |
| 4.      | TAN Number. Self-attested copy to be enclosed.  | Number:<br>Enclosed: [ ] Yes [ ] No  |
| 5.      | GST Number. Submit self-attested copy of GST Registration Certificate                           | Number:<br>Enclosed: [ ] Yes [ ] No  |
| 6.      | IT Returns for FY 2020-21, FY 2021-22, and FY 2022-23   | Enclosed: [ ] Yes [ ] No   |
| 7.      | Financial Eligibility of the Bidder   | <ul style="list-style-type: none"> <li>○ Average Annual Revenue for financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24: _____</li> <li>○ Net Worth as per Audited Accounts for FY 2023-24: _____</li> <li>○ Net Profit in the financial years FY 2021-22, FY 2022-23 and FY 2023-24: _____</li> </ul> <p>Enclosed Section 3F: [ ] Yes [ ] No</p>  |
| 8.      | Audited Statement of Accounts for FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 | <ul style="list-style-type: none"> <li>○ Enclosed FY 2019-20: [ ] Yes [ ] No</li> <li>○ Enclosed FY 2020-21: [ ] Yes [ ] No</li> <li>○ Enclosed FY 2021-22: [ ] Yes [ ] No</li> <li>○ Enclosed FY 2022-23: [ ] Yes [ ] No</li> <li>○ Enclosed FY 2023-24: [ ] Yes [ ] No</li> </ul>  |
| 9.      | Technical Experience of the Bidder  | <ul style="list-style-type: none"> <li>○ Number of years of experience in the field of hotel / hospitality management: _____</li> <li>○ Operational hotel and resort properties with 5-Star Deluxe classification as per guidelines of Ministry of Tourism, Government of India for properties within India or as per classification by equivalent competent authority for properties abroad – <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> </li> <li>○ Operational hotel and resort properties with 5-Star classification as per guidelines of Ministry of</li> </ul>  |

| Sl. No. | Criteria | Details   |
|---------|----------|---|
|         |          | <p>Tourism, Government of India for properties within India or as per classification by equivalent competent authority for properties abroad</p> <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> <p>○ Operational hotel and resort properties with 4-Star classification as per guidelines of Ministry of Tourism, Government of India for properties within India or as per classification by equivalent competent authority for properties abroad</p> <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> <p>○ Other operational hotel and resort properties within India or abroad</p> <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> <p>○ Operational hotel and resort properties in Karnataka</p> <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> <p>Enclosed Section 3C: [ ] Yes [ ] No<br/> Enclosed Section 3D: [ ] Yes [ ] No</p> |

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

### **3C. UNDERTAKING FOR EXPERIENCE IN HOTEL / HOSPITALITY MANAGEMENT**

*(To be submitted on the Letterhead of the Bidder)*

[Location, Date]

To,  
Managing Director,  
Jungle Lodges and Resorts Limited,  
Ground Floor, West Wing  
Khanija Bhavan  
49 Race Course Road  
Bengaluru – 560 001

Dear Sir / Madam,

**Sub: Selection of a Hotel Operator to Operate and Maintain the Lalitha Mahal Palace Hotel, Mysuru – Undertaking by M/s [Name of the Bidder] regarding experience in the field of hotel / hospitality management**

I/ we do hereby undertake that M/s. [Name of the Bidder] has been in the field of hotel / hospitality management for at least \_\_\_\_\_ years as on the date of submission of this proposal. The total number of hotels / resorts under operated / managed by the [company / LLP / firm] in India and abroad is \_\_\_\_\_ and the total room capacity of the said hotels / resorts is \_\_\_\_\_.

I / We undertake that for the following **hotel / resort properties submitted as proof for eligibility** as per Eligibility Criteria Sl. No. 8 of Clause 5.3.1 of the Data Sheet of this RFP, for each property –

- The hotel / resort holds a 5-Star classification or higher as per the guidelines issued by the Ministry of Tourism, Government of India (for hotels in India) or has a classification equivalent to 5-Star or above as certified by an applicable authority equivalent to Ministry of Tourism, Government of India
- The hotel /resort property has a **minimum room capacity / inventory of 60 rooms**
- The hotel / resort property has been operated by M/s. [Name of the Bidder] for a **minimum of 10 years** as on the date of notice inviting tender viz. \_\_\_\_\_
- The hotel / resort property is **currently under the operational and management control** of M/s. [Name of the Bidder] as of [Date].

| <b>Sl. No.</b> | <b>Name of Property</b> | <b>Location of Property</b> | <b>Star Classification / Category</b> | <b>Number of Operational Rooms</b> | <b>Number of Years operated / managed by [Name of the Bidder]</b> |
|----------------|-------------------------|-----------------------------|---------------------------------------|------------------------------------|---|
| 1.             |                         |                             |                                       |                                    |   |
| 2.             |                         |                             |                                       |                                    |   |
| 3.             |                         |                             |                                       |                                    |   |
| 4.             |                         |                             |                                       |                                    |   |
| 5.             |                         |                             |                                       |                                    |   |
| 6.             |                         |                             |                                       |                                    |   |

I / We undertake that for the following **hotel / resort properties submitted as proof for eligibility** as per Eligibility Criteria Sl. No. 9 of Clause 5.3.1 of the Data Sheet of this RFP, for each property –

- The hotel / resort is running in a palace / castle / fort / haveli / hunting lodge / residence of any size built prior to 1950. The facade, architectural features and general construction should have the distinctive qualities and ambience in keeping with the traditional way of life of the area. The architecture of the property to be considered for this category should not normally be interfered with. Any extension, improvement, renovation, change in the existing structures should be in keeping with the traditional architectural styles and constructional techniques harmonising the new with the old. After expansion/renovation, the newly built up area added should not exceed 50% of the total built up (plinth) area including the old and new structures. For this purpose, facilities such as swimming pools, lawns etc. will be excluded.
- The hotel / resort property has been operated by M/s. [Name of the Bidder] for a minimum of 10 years as on the date of notice inviting tender viz. \_\_\_\_\_
- The hotel / resort property is **currently under the operational and management control** of M/s. [Name of the Bidder] as of [Date].

| Sl. No. | Name of Property | Location of Property | Type of Heritage Property | Number of Operational Rooms | Number of Years operated / managed by [Name of the Bidder] | Year of Construction of Property |
|---------|------------------|----------------------|---------------------------|-----------------------------|--|----------------------------------|
| 1.      |                  |                      |                           |                             |  |                                  |
| 2.      |                  |                      |                           |                             |  |                                  |
| 3.      |                  |                      |                           |                             |  |                                  |
| 4.      |                  |                      |                           |                             |  |                                  |
| 5.      |                  |                      |                           |                             |  |                                  |
| 6.      |                  |                      |                           |                             |  |                                  |

I/we understand that any omission, commission or misstatement in facts provided by us will make our Proposal invalid at any time during the Bid Process and also after the appointment; the Authority reserves the right to take appropriate action accordingly.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Bidder:

### 3D. DETAILS OF THE BIDDER'S EXPERIENCE

Relevant Services carried out in the last 10 (Ten) years in the field of hotel / hospitality management that best illustrate qualifications for Eligibility Criteria

#### A. Summary of Experience

##### 1. As per Eligibility Criteria Sl. No. 8 of Clause 5.3.1 of the Data Sheet of this RFP

| Sl. No. | Name of Hotel / Resort Property | Brand Name | Location of Property | Mode of Ownership | Star Classification / Category of Property | Number of Operational Rooms in Property | Total years of operation by Bidder | Presently under management / operation by the Bidder (Yes / No) |
|---------|---------------------------------|------------|----------------------|-------------------|--|---|------------------------------------|---|
| 1.      |                                 |            |                      |                   |  |   |                                    |   |
| 2.      |                                 |            |                      |                   |  |   |                                    |   |
| 3.      |                                 |            |                      |                   |  |   |                                    |   |
| 4.      |                                 |            |                      |                   |  |   |                                    |   |

**Note:**

For each hotel / resort property listed above,

- The hotel / resort holds a 5-Star classification as per the guidelines issued by the Ministry of Tourism, Government of India (for hotels in India) or has a classification equivalent to 5-Star or above as certified by an applicable authority equivalent to Ministry of Tourism, Government of India
- The hotel / resort property has a minimum room capacity / inventory of 60 rooms
- The hotel / resort property has been operated by M/s. [Name of the Bidder] for a minimum of 10 years as on the date of notice inviting tender
- The hotel / resort property is currently under the operational and management control of M/s. [Name of the Bidder] as of [Date].

##### 2. As per Eligibility Criteria Sl. No. 9 of Clause 5.3.1 of the Data Sheet of this RFP

| Sl. No. | Name of Hotel / Resort Property | Brand Name | Location of Property | Mode of Ownership | Classification / Category of Property | Number of Operational Rooms in Property | Total years of operation by Bidder | Presently under management / operation by the Bidder (Yes / No) |
|---------|---------------------------------|------------|----------------------|-------------------|---------------------------------------|---|------------------------------------|---|
| 1.      |                                 |            |                      |                   |                                       |   |                                    |   |
| 2.      |                                 |            |                      |                   |                                       |   |                                    |   |
| 3.      |                                 |            |                      |                   |                                       |   |                                    |   |
| 4.      |                                 |            |                      |                   |                                       |   |                                    |   |

**Note:**

For each hotel / resort property listed above,

- The hotel / resort is running in a palace / castle / fort / haveli / hunting lodge / residence of any size built prior to 1950. The facade, architectural features and general construction should have the distinctive qualities and ambience in keeping with the traditional way of life of the area. The architecture of the property to be considered for this category should not normally be interfered with. Any extension, improvement, renovation, change in the existing structures should be in keeping with the traditional architectural styles and constructional techniques harmonising the new with the old. After expansion/renovation, the newly built up area added should not exceed 50% of the total built up (plinth) area including the old and new structures. For this purpose, facilities such as swimming pools, lawns etc. will be excluded.
- The hotel / resort property has been operated by M/s. [Name of the Bidder] for a minimum of 10 years as on the date of notice inviting tender
- The hotel / resort property is currently under the operational and management control of M/s. [Name of the Bidder] as of [Date].

**B. Details of Experience**

Using the format below, provide information on each reference assignment listed above in A. *Summary of Experience* for operation and management of Hotel / Resort Properties for which your organization, either as a single firm as a corporate entity or as one of the major companies within an association, was legally contracted.

| SI. No. | Particulars   | Details   |
|---------|---|---|
| 1.      | Name of Property  |   |
| 2.      | Brand Name  |   |
| 3.      | Address of property   |   |
| 4.      | Mode of Operation (Own and Operate / Operate)   |   |
| 5.      | Mode of Ownership (Freehold / Leasehold/ Licence hold / Others / Not Applicable)  |   |
| 6.      | Star Classification / Category of property  |   |
| 7.      | Does the Hotel / Resort have a 5-Star Classification or higher (for Hotel / Resort in India) or equivalent (for Hotel / Resort outside India) |   |
| 8.      | Does the Hotel / Resort have a Heritage Classification (for Hotel / Resort in India)  |   |
| 9.      | Year of Construction of the Property  |   |
| 10.     | Number of Years of Operating Experience for the property  | Start Date: _____<br>End Date: _____ / Present<br>Total Years of Operating Experience: _____ years (round down to the nearest whole number) |
| 11.     | Number of Operational Rooms   |   |
| 12.     | Number of Staff working at property   |   |
| 13.     | Annual Turnover earned from property during the last five completed Financial Years   |   |



|     |  |  |
|-----|--|--|
| 14. | Annual Occupancy at the property during the last five completed Financial Years  |  |
| 15. | Name and Roles of Associated Operators (if any)  |  |
| 16. | Name of Senior Staff (Hotel Manager/ Coordinator, Team Leader) involved and functions performed                            |  |
| 17. | Narrative description of project   |  |
| 18. | Description of services/facilities provided at the Hotel Facility (e.g.: Restaurant, Spa, Health Club, Swimming Pool etc.) |  |
| 19. | Attached supporting documents*   | <i>Bidder should refer to requirements of supporting documents as given below and mention the supporting documents submitted for each property as proof of operating and managing the property</i> |

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of the Bidder:**

*Supporting documents for Hotel or Resort Property (all of the following must be submitted) –*

1. Certificate(s) from the Ministry of Tourism, Government of India or equivalent appropriate authority for the years of experience claimed for each of the hotels/resorts. The certificate should clearly classify the hotel / resort as a 5-Star category hotel.
2. Where the Bidder is the owner of the said hotel / resort, a certificate from their Independent Auditor / Statutory Auditor or any competent governmental authority certifying ownership / operation of the said property by the said Bidder should be provided
3. In case the Bidder's name differs from the name of the hotel / resort, a certificate from the Independent Auditor / Statutory Auditor of the Bidder indicating that the said hotel / resort is owned by the Bidder needs to be provided.
4. Where the Bidder is operating such hotel / resort for which experience is being claimed under a management arrangement (lease / concession / management contract or similar), the following certificates/documentary evidence would need to be provided
  - a. Copy of the Management Agreement(s) entered into by the Bidder with the Owner / Management of the hotel / resort for the period of experience claimed
  - b. Certificate from Independent Auditor / Statutory Auditor of Owner / Management of the hotel / resort or from any competent governmental authority, certifying the ownership of the said hotels and resorts for the period of experience claimed
5. Certificate from the Independent Auditor / Statutory Auditor of the Bidder indicating the number of rooms in each of the hotels and resorts and the period of operation for said hotels and resorts should be provided
6. For Heritage Hotel / Resort, contract / agreement, copy of title deed for the property and any other supporting documents to substantiate the following –
  - a. The hotel / resort is running in a palace / castle / fort / haveli / hunting lodge / residence of any size built prior to 1950. The facade, architectural features and general construction should have the distinctive qualities and ambience in keeping with the traditional way of life of the area. The architecture of the property to be considered for this category should not normally be interfered with. Any extension, improvement, renovation, change in the existing structures should be in keeping with

the traditional architectural styles and constructional techniques harmonising the new with the old. After expansion/renovation, the newly built up area added should not exceed 50% of the total built up (plinth) area including the old and new structures. For this purpose, facilities such as swimming pools, lawns etc. will be excluded

### **3E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

*(To be presented at the time of the Technical Presentation. This is not required to be uploaded as part of the Technical Proposal)*

**BIDDER'S NAME:** \_\_\_\_\_

The Bidders who meet the eligibility criteria shall be invited to make a Technical Presentation to the evaluation committee formed by the Client. The Bidder should ensure their presentation is suitably responsive to the Terms of Reference of the RFP and should effectively convey the Bidder's qualifications, strategies, and plans for the operation and maintenance of the hotel. The presentation should instill confidence in the Bidder's commitment, capability, and alignment with the Lalitha Mahal Palace Hotel's objectives. The Bidder should submit a soft copy of the presentation to [md@junglelodges.com](mailto:md@junglelodges.com) and two hard copies of the presentation to the evaluation committee on the scheduled date of the technical presentation.

The presentation shall be evaluated as per Date Sheet Clause 5.4.1 Technical Presentation.

### 3F. FINANCIAL CAPACITY OF THE BIDDER

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

Date: \_\_\_\_\_

To,  
Managing Director,  
Jungle Lodges and Resorts Limited  
Ground Floor, West Wing  
Khanija Bhavan  
49 Race Course Road  
Bengaluru – 560 001

Dear Sir

**Subject:** RFP for Selection of a Hotel Operator to Operate and Maintain the Lalitha Mahal Palace Hotel, Mysuru

With reference to your tender document [insert RFP number] dated [insert date], we, [insert name of independent auditor / statutory auditor], the intendent auditor / statutory auditor of M/s [insert name of the Bidder], after having examined the tender document/ relevant portions of the tender document and understood their contents, hereby certify the following –

**Average Annual Turnover:**

We have verified the relevant records of M/s [insert name of the Bidder], and certify that their annual turnover from the Hotel / Hospitality Business in the below-mentioned completed financial years as per the annual audited financial statements is as follows –

| Annual Turnover from Hotel / Hospitality Business         |   |   |   |   | Average Annual Turnover from Hotel / Hospitality Business said financial years |
|---|---|---|---|---|--|
| FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  |  |
| [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh]                      |

We certify that the average annual turnover of M/s [insert name of the Bidder] from Hotel / Hospitality business in FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 as per the annual audited financial statements is INR \_\_\_\_\_ Crore [amount in words and figures rounded to the nearest lakh]

**Net Worth:**

We have verified the relevant records of M/s [insert name of the Bidder], and certify that their Net Worth in FY 2023-24 is as provided in the table below –

| Description  | Formula                     | Value (in Rupees) |
|--|-----------------------------|-------------------|
| Add: Subscribed and Paid Up Equity                                   | A                           |                   |
| Add: Reserves  | B                           |                   |
| Less: Revaluation Reserves   | C                           |                   |
| Less: Miscellaneous Expenditure Not Written Off                      | D                           |                   |
| Less: Reserves not available for distribution to equity shareholders | E                           |                   |
| Less: Intangibles  | F                           |                   |
| <b>Net Worth</b>   | $G = A + B - C - D - E - F$ |                   |

We certify that the net worth of M/s [insert name of the Bidder] is INR \_\_\_\_\_ Crore [amount in words and figures rounded to the nearest lakh]

**Net Profit:**

We have verified the relevant records of M/s [insert name of the Bidder], and certify that their net profit for FY 2021-22, FY 2022-23 and FY 2023-24 as per the annual audited financial statements is as follows is as follows –

| Net Profit of M/s M/s. [insert name of the Bidder]        |   |   | Net Profit for the said financial years                   |
|---|---|---|---|
| FY 2019-20  | FY 2021-22  | FY 2022-23  |   |
| [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] | [amount in words and figures rounded to the nearest lakh] |

We certify that the net profit of M/s. [insert name of the Bidder] from in the last 3 completed financial years as per the annual audited financial statements is INR \_\_\_\_\_ Crore [amount in words and figures rounded to the nearest lakh]

**Banking Details:**

Name and Address of the Bidder’s Bankers is as follows:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This certificate is being issued to be produced before Managing Director, Jungle Lodges and Resorts Limited, for “RFP for Selection of a Hotel Operator to Operate and Maintain the Lalitha Mahal Palace Hotel, Mysuru”

(Seal and signature of Auditor)

Name of the audit firm: \_\_\_\_\_

CA Membership Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions:**

1. The Bidder should provide details of their own Financial Capacity as specified in Clause 5.3.1. Financial capacity of parent / affiliate / subsidiary company(s) of the Bidder would not be considered for evaluation.
2. The Bidder should provide details of their average annual turnover from work related to hotel / hospitality business. For the scope of this RFP, hospitality business includes hotels and resorts. Inclusion of details of turnover of any other activity being done by the firm shall not be accepted and will lead to rejection of the bid.
3. Bidder shall attach copies of audited annual financial statements for the completed financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24.
4. The financial statements shall
  - Reflect the financial situation of the Bidder
  - Be audited by an Independent Auditor / Statutory Auditor
  - Be complete, including notes to the financial statements
  - Correspond to the accounting periods already completed and audited. No statements for partial periods shall be accepted

### **3G. POWER OF ATTORNEY IN AUTHORIZED SIGNATORY FORMAT**

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

Know all men by these presents, we..... (Name of the operator 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 '**Operation and Management Services for the proposed Project "RFP for Selection of a Hotel Operator to Operate and Maintain Lalitha Mahal Palace Hotel, Mysuru" by Managing Director, Jungle Lodges and Resorts Limited (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)

**3H. COMMENTS AND SUGGESTIONS OF BIDDER 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.

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of the Bidder:**



**SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS**

| <b>Section</b> | <b>Standard Forms</b>              |
|----------------|------------------------------------|
| <b>4A.</b>     | Financial Proposal Submission Form |

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

**Note: The Bidder should quote only the final net revenue share percentage (up to two decimal places, exclusive of taxes) in Karnataka Public Procurement Portal. This form is NOT to be uploaded to the Karnataka Public Procurement Portal. The hard copy of the financial proposal should be submitted by the selected Bidder on their letterhead after completion of negotiations.**

[Location, Date]

From: (Name of Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
Managing Director,  
Jungle Lodges and Resorts Limited,  
Ground Floor, West Wing  
Khanija Bhavan  
49 Race Course Road  
Bengaluru – 560 001

Dear Sir/Madam,

**Subject: RFP for Selection of a Hotel Operator to Operate and Maintain Lalitha Mahal Palace Hotel, Mysuru**

We, the undersigned, offer to provide Hotel Operation and Management Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the Net Revenue Share Percentage \_\_\_\_\_ (Percentage in Words and Figures] (exclusive of taxes).

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:

Name and Title of Signatory:

Name of Bidder:

Address:

## **SECTION 5. TERMS OF REFERENCE**

### **1. About Karnataka Tourism**

Karnataka with its wide variety of tourism offerings such as beaches, hill stations, heritage monuments, national parks, wildlife sanctuaries etc. Given the variety of tourism assets, the state is promoted under the tagline “One State, Many Worlds”.

### **2. 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 Department of Tourism and Forest Department, it runs 26 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.

### **3. About the Lalitha Mahal Palace Hotel (LMPH)**

The Lalitha Mahal Palace was built by the erstwhile Maharaja of Mysore to host his most important guest, the Viceroy of India. The Lalitha Mahal is one of India's most opulent hotels, a palace hotel that offers an experience of princely living in a real Maharaja's palace. Set on a ridge commanding a panoramic view of the gently sloping and curving valley, at the foot of the Chamundi hill, LMPH, a dream-like palace was built in the year 1931 for special guests of the Maharajas.

One of the best known heritage hotels in India, Lalitha Mahal Palace boasts of world-class luxuries that have been combined with impeccable Indian hospitality, thus offering a memorable stay to its guests. One can enjoy contemporary facilities and amenities like indoor games, outdoor recreation, spa, business hall, health club, shopping arcade, library, room service, swimming pool and so on. The grand accommodation is segregated into rooms and suites. The property has exquisite interiors. The building is a majestic, two-storey composition of twin ionic columns, a projecting porch on the ground floor, spherical domes with lanterns and the central dome which dominates the elevation rises above the central entrance hall.

Lalitha Mahal Palace is divided into 5 wings and has a total of 55 rooms spread across 9 categories.

The Viceroy, Vicerine, Duplex Suites and rooms of the Hotel are of princely proportions. They are cool, airy, high ceiling with plenty of natural light, period furniture, four poster beds, deep velvet covered arm chairs, gilt framed Belgian mirrors etc. The huge awe-inspiring Bathrooms are equipped with original Shanks of Scotland plumbing fixtures.

The Palace has range of recreational amenities like Non-smoking Floors, Wi-Fi enabled public areas, Business centre. Money changer, Laundry, In Room Dining, Swimming Pool, Tennis court, Royal Buggy, Helipad. LMPH has also tied up with the local Sheri Jayachamarajendra Wadiyar Golf course for the benefit of Golf enthusiasts.

| <b>Wing</b> | <b>Room Type</b>       | <b>No</b> |
|-------------|------------------------|-----------|
| Palace Wing | Heritage Classic Room  | 6         |
|             | Heritage Classic Suite | 2         |
|             | Heritage Room          | 3         |
|             | Standard Room          | 2         |

| <b>Wing</b>              | <b>Room Type</b> | <b>No</b> |
|--------------------------|------------------|-----------|
| Palace Wing Grand Suites | Duplex Suite     | 2         |
|                          | Viceroy Suite    | 2         |
| Pool Wing                | Deluxe Room      | 30        |
|                          | Executive Suite  | 2         |
| Palace Wing              | Turret Room      | 6         |
| <b>Total Rooms</b>       |                  | <b>55</b> |

*Note: The Turret Room and Standard Rooms are not suitable to be used for accommodation. Hence, Bidders should consider the available inventory to be 47 rooms.*

#### **4. Background of the Assignment**

- 4.1. India Tourism Development Corporation (ITDC) had been operating the Lalitha Mahal Palace Hotel since 1974. In this regard, ITDC had entered into a lease deed dated 09.08.2001 (commencing from 07.07.1973 for a period of 50 years) with Government of Karnataka to operate LMPH as a hotel. ITDC had constructed an additional 32 rooms and ancillary facilities.
- 4.2. A Memorandum of Understanding (MoU) dated 20.09.2017 was entered into amongst ITDC, Government of Karnataka and Ministry of Tourism, Government of India wherein it was decided to terminate the lease deed and hand over the possession of the leased premises along with improvements to the Government of Karnataka and to transfer, sell, and vest all assets used in, associated with or lying in the leased premises and demised premises.
- 4.3. In May 2018, India Tourism Development Corporation (ITDC) handed over the property, its assets on an as-is where-is basis to Department of Tourism (DoT), Government of Karnataka. DoT further handed over the responsibility of operation and management of the property to Jungle Lodges and Resorts Limited (JLR), a PSU under the Government of Karnataka, starting 31.05.2018.
- 4.4. DoT has further vested Jungle Lodges and Resorts Limited (“JLR” or the “Client” or the “Licensor”) with the mandate to select a Hotel Operator (the “Operator” or the “Licensee”) for the operation and maintenance of Lalitha Mahal Palace Hotel, Mysuru.
- 4.5. Jungle Lodges and Resorts Limited (JLR) intends to engage a Hotel Operator for the Operation and Maintenance (O&M) of Lalitha Mahal Palace Hotel (LMPH), Mysuru. The selection of the Operator to operate the LMPH property shall be done through a transparent tender process and thereafter JLR shall enter into a License Agreement for Operation and Management of LMPH with the successful Bidder as well as monitor the LMPH property and the Hotel Operator on behalf of the Government of Karnataka.

#### **5. Objectives and Overview of the Assignment**

- 5.1. The selected Hotel Operator shall market the hotel property and provide all related services to the guests as per the standards of at least a 4-Star classified hotel. The Hotel Operator shall complete necessary repairs and renovations within 2 (two) years from the date of signing of the License Agreement and obtain the requisite 4-Star classification (or higher) as per the guidelines of Ministry of Tourism, Government of India within 3 (three) years from the date of signing of the License Agreement.
- 5.2. Further, the Operator shall provide O&M services including all front office management, room services, housekeeping, repair and maintenance services, food and beverage services and any other related services including but not limited to transport and logistics, travel desk, banquets, conferences, spa

and wellness, etc. The Operator will be entitled to fix the prices/tariff of these services and charge accordingly.

- 5.3. LMPH is more than 100 years old and requires immediate action on the renovation works, including structural repairs, internal renovation works, electrification, plumbing, interior decoration of rooms, landscaping, etc. for heritage restoration of the building. This should be done through a specialized agency. Due to the heritage nature of LMPH, no structural changes are permitted for the main LMPH building.
- 5.4. **License Period:** The license to the selected operator for the operation and maintenance of LMPH shall be for a period of 32 (thirty-two) years including a 2 (two) year Moratorium Period starting from the date of signing of the License Agreement for repairs and renovations.

The License may be extended for a further period of 15 (fifteen) years on mutually agreed terms and conditions subject to the satisfactory performance of the Operator as determined by a committee chaired by Additional Chief Secretary / Principal Secretary / Secretary to Government, Tourism Department, Government of Karnataka. The decision for extension of the License Period shall be taken at least 6 (six) months prior to the end of the current License Period.

- 5.5. The Client shall hand over the Lalitha Mahal Palace Hotel property on an as-is where-is basis to the selected Operator. The Operator shall then operate and maintain the property in accordance with the terms and conditions set forth in the Agreement between the parties and shall pay the Client the License Payment comprising of Minimum Guaranteed Annual Payment and Net Revenue Share Payment. The Operator shall bear all capital expenditure, including costs for structural repairs, internal repairs, and renovation works, after handover by the Client as well as the costs for operation and maintenance of the Lalitha Mahal Palace Hotel during the term of their license period.

## **6. Payment by Operator to the Client**

*Note: This is to be read in conjunction with the applicable clauses of the License Agreement*

### **6.1. Payment Terms**

- 6.1.1. For the duration of the License Agreement, the selected Operator shall make License Payments to the Client for the License to operate and manage the Lalitha Mahal Palace Hotel property. The License Payment shall have a fixed payment component – the Minimum Guaranteed Annual Payment and a variable payment component – the Net Revenue Share Payment.

The Operator shall pay the Client the Minimum Guaranteed Annual Payment for each year of the license period and the Net Revenue Share Payment for each quarter of the License Period.

#### **6.1.2. Minimum Guaranteed Annual Payment**

This is the fixed amount to be paid for each year of the license period. The Minimum Guaranteed Annual Payment for each year shall be made in two equal instalments every 6 months as per the Schedule 3 of the License Agreement.

Considering the investment to be made for commencement of operations at the hotel, a Moratorium Period of up to 2 (two) years shall be granted to the Operator. Payment for the first instalment of the Minimum Guaranteed Annual payment for Year 3 shall be made by the Licensee on anniversary of the Appointed Date.

If the Moratorium Period is less than 2 (two) years, the payment for Minimum Guaranteed Annual Payment shall be revised accordingly.

Year 1 shall commence from the date of signing of the License Agreement. The Minimum Guaranteed Annual Payment shall be paid by the Operator to the Client from Year 1 to Year 32 of the License Period in accordance with the table below –

| <b>Sl. No</b> | <b>Year</b> | <b>Minimum Guaranteed Annual Payment (INR) excluding GST</b> |
|---------------|-------------|--|
| 1.            | Year 1      | No payment due during Moratorium Period                      |
| 2.            | Year 2      | No payment due during Moratorium Period                      |
| 3.            | Year 3      | 4,00,00,000  |
| 4.            | Year 4      | 4,40,00,000  |
| 5.            | Year 5      | 4,90,00,000  |
| 6.            | Year 6      | 5,40,00,000  |
| 7.            | Year 7      | 6,00,00,000  |
| 8.            | Year 8      | 6,60,00,000  |
| 9.            | Year 9      | 7,30,00,000  |
| 10.           | Year 10     | 8,10,00,000  |
| 11.           | Year 11     | 9,00,00,000  |
| 12.           | Year 12     | 9,90,00,000  |
| 13.           | Year 13     | 10,90,00,000   |
| 14.           | Year 14     | 12,00,00,000   |
| 15.           | Year 15     | 13,20,00,000   |
| 16.           | Year 16     | 14,60,00,000   |
| 17.           | Year 17     | 16,10,00,000   |
| 18.           | Year 18     | 17,80,00,000   |
| 19.           | Year 19     | 19,60,00,000   |
| 20.           | Year 20     | 21,60,00,000   |
| 21.           | Year 21     | 23,80,00,000   |
| 22.           | Year 22     | 26,20,00,000   |
| 23.           | Year 23     | 28,90,00,000   |
| 24.           | Year 24     | 31,80,00,000   |
| 25.           | Year 25     | 35,00,00,000   |
| 26.           | Year 26     | 38,50,00,000   |
| 27.           | Year 27     | 42,40,00,000   |
| 28.           | Year 28     | 46,70,00,000   |
| 29.           | Year 29     | 51,40,00,000   |
| 30.           | Year 30     | 56,60,00,000   |
| 31.           | Year 31     | 62,30,00,000   |
| 32.           | Year 32     | 68,60,00,000   |

*Note: The Minimum Guaranteed Annual Payment increases by 10% each year, rounded up to the nearest 10 Lakh.*

### 6.1.3. Net Revenue Share Payment

This shall be the percentage of the Net Revenue that the selected Operator has offered to pay to the Client in addition to the Minimum Guaranteed Annual Payment.

Net Revenue is defined as follows –

$$\text{Net Revenue} = \text{Gross Revenue} - \text{Deductions}^1$$

The Net Revenue Share Payment is equal to the product of Net Revenue Share Percentage and Net Revenue, i.e.

$$\text{Net Revenue Share Payment for Quarter} = \text{Net Revenue Share Percentage} \times \text{Net Revenue for Quarter}$$

By way of illustration, assume a bidder quotes a Net Revenue Share of 40.00% and assume the Net Revenue earned for the quarter is INR 110 Lakh. In this illustration, the Net Revenue Share of the Client shall be –

$$\begin{aligned} \text{Net Revenue Share of Client} &= 40.00\% \times \text{INR 110 Lakh} \\ &= \text{INR 44 Lakh} \end{aligned}$$

The Net Revenue Share Payment shall be paid in four quarterly instalments after the calculation of Net Revenue for each quarter.

$$\text{Net Revenue Share Payment for Quarter} = \text{Net Revenue Share Percentage} \times \text{Net Revenue for Quarter}$$

Reconciliation of payments, if required, shall be done after the audited financial statements are prepared for the year in accordance with the terms and conditions of the License Agreement.

The Net Revenue Share Payment shall be the criteria for selection of the Operator from amongst Bidders successfully meeting criteria for assessment of the technical proposal. The financial bid quote submitted by bidders must offer at least **10% (Ten percent) Net Revenue Share** to the Client for their financial proposal to be eligible. The Net Revenue Share Percentage shall be as per the negotiated Financial Bid of the selected Operator.

## 7. Obligations, Roles and Responsibilities of the Operator

*Note: This is to be read in conjunction with the applicable clauses of the License Agreement*

- 7.1. The Operator shall perform their obligations, roles, and responsibilities as per the terms and conditions of the License Agreement with the Client.
- 7.2. The Operator is entitled to set the tariff terms for the facility and services and also entitled to change such rate whenever it deems fit. However, at the end of each year, the Operator shall provide a detailed breakup of the revenue and the audited financial statements for the LMPH property.
- 7.3. The Operator shall operate the property and its facilities as per industry standards in a reasonable and prudent manner and ensure that the property is maintained in excellent working condition during the duration of the License Agreement.

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<sup>1</sup> "Deductions" shall mean GST and any other tax or cess payable by the Licensee, i.e., the Operator, under Applicable Law on the revenues from items indicated in Gross Revenue. The definition of Deduction shall be as defined in the Contract.

- 7.4. The Operator shall remit the Minimum Guaranteed Annual Payment and Net Revenue Share Payment to the Client as per the terms and conditions set in the License Agreement.
- 7.5. Prior to the signing of the Agreement, the Client and the Operator shall agree to works necessary for structural repairs, internal repairs, renovation works, and landscaping works that are required to make the Project Assets / Project Facilities fully operational. The structural repairs are high-priority repairs that need to be carried out to improve the stability and longevity of the building structure. The internal repairs, renovation works, and landscaping works are important from an aesthetic and operational perspective to ensure the facilities and amenities to meet the standards expected as per the Mandatory Facilities. The initial set of repair and renovation works to be carried out by the Licensee shall be recorded by the Parties in writing.
- 7.6. The Operator shall carry out structural repairs, internal repairs, renovation and landscaping works for the Lalitha Mahal Palace Property at their own cost.
- 7.7. The expected duration for completing the repairs and renovation works for Mandatory Facilities is 2 (two) years from the date of signing of the agreement. If the Operator has failed to complete the repairs and renovation works within 2 (two) years from the date of handover of the LMPH property, they shall be liable to pay 20% higher Minimum Guaranteed Annual Payment for each year of delay.
- There shall be no reduction of Minimum Guaranteed Annual Payment or Net Revenue Share Payment in the event of delays in completion of structural repairs, internal repairs or renovation works.
- 7.8. The Operator shall not permit any customers to stay at the property or utilize the project's facilities during the Moratorium Period without the specific written approval of the Client. Further, the Operator shall ensure that after this Moratorium Period, barring a force majeure event, at no point of time may the entire hotel be closed for stay by customers.
- 7.9. The Operator shall undertake the necessary repairs and renovation works from time to time for the upkeep of the hotel and compliance with statutory and safety norms.
- 7.10. The said works shall be carried out by the selected Hotel Operator after consultation with the Client and the written approval by a suitable committee formed by the Government of Karnataka.
- 7.11. The Lalitha Mahal Palace Hotel, including all improvements, repairs and renovations made therein by the Operator, shall at all times belong to the Government of Karnataka. However, the movable assets added by the Operator to the Lalitha Mahal Palace Hotel property, shall be the property of the Operator and the Operator shall be entitled to retain and evacuate such movable assets from the Lalitha Mahal Palace Hotel property.

#### **7.12. Alteration / Modification of Facilities**

- 7.12.1. The Operator is encouraged to propose and implement innovative products and solutions to increase the footfall and occupancy at the Lalitha Mahal Palace Hotel property. Any expansion or addition or modification of facilities is subject to the written approval of the Client, compliance with Applicable Laws<sup>1</sup> and securing of Applicable Permits<sup>2</sup> prior to undertaking the works. The Client shall designate areas within the project area wherein such expansion / addition may be undertaken.
- 7.12.2. Any proposed expansion or addition or modification should be sensitive to the Government's objectives and adhere to the heritage nature of the property.

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<sup>1</sup> As defined in the Contract

<sup>2</sup> As defined in the Contract



- 7.12.3. The Operator shall carry out alteration / modification for the Lalitha Mahal Palace Property at their own cost.
- 7.12.4. The said works shall be carried out by the selected Hotel Operator after consultation with the Client and the written approval by a suitable committee formed by the Government of Karnataka.
- 7.12.5. The Lalitha Mahal Palace Hotel, including all improvements, repairs and renovations made therein by the Operator, shall at all times belong to the Government of Karnataka. However, the movable assets added by the Operator to the Lalitha Mahal Palace Hotel property, shall be the property of the Operator and the Operator shall be entitled to retain and evacuate such movable assets from the Lalitha Mahal Palace Hotel property.
- 7.12.6. At the end of the license period, in accordance with the as-is where-is Handback Clause of the License Agreement, any expansion or addition or modification to the property made by the Operator shall be handed over to the Client at no additional cost.
- 7.13. The Operator shall submit a Quarterly Performance Report and an Annual Performance Report to the Client giving details of room occupancy, F&B sales, usage of offered activities and facilities, etc. The content of the reports shall be defined by mutual agreement between the Client and the Operator.
- 7.14. The Operator shall discuss the performance of the Lalitha Mahal Palace Hotel property with the Client and advise them for approval of the submitted reports.
- 7.15. The Operator shall maintain all records such as sales invoices, monthly reports, yearly execution plan, etc.
- 7.16. The Operator shall abide by all rules and regulations of the Government of Karnataka and Government of India as well as the terms of the License Agreement. Non-awareness of rules and regulations shall not absolve the Operator of any of their responsibilities towards the LMPH property.
- 7.17. **Utilities:** The Operator shall pay directly all fixed and variable charges towards consumption of electricity, water, and other utilities as per the meter readings to the concerned agency within stipulated timelines of the agency.
- 7.18. **Branding:** The property shall be co-branded as a project of Jungle Lodges and Resorts Limited and the Operator. Any changes to the branding of the property shall be done only with the written consent of Jungle Lodges and Resorts Limited.
- 7.19. The Operator shall, subject to availability of rooms, make up to two rooms available on a complementary basis to the Client. The Client shall inform the Operator at least 24 hours in advance to make such a room available for the guests identified by the Client. The utilization of such rooms on a complementary basis shall be for up to 100 (One Hundred) days in a calendar year.
- 7.20. The Operator 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 Operator shall manage the activities of its personnel and will hold itself responsible for any misdemeanour. The cost of establishment of the office and its day to day management will have to be borne by the Operator
- 7.21. The Operator shall be responsible from all indemnities arising from operations of the Lalitha Mahal Palace Hotel property and will not hold the Client responsible or obligated.
- 7.22. The Operator shall ensure that the key personnel are available to the Client as and when required by the Client and should be obliged to work closely with the Client's staff, act within its own authority and abide by directives issued by the Client.

- 7.23. The Operator shall maintain a high level of professional ethics and will not act in any manner which is detrimental to the Client's interests and maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- 7.24. Any deviation from the terms of the License Agreement shall be intimated to the Client by the Operator and specific written requests by Operator for relaxation of any of these terms shall be evaluated on a case-by-case basis and may be approved by the Client at their discretion.
- 7.25. At the end of the end of the License Period, the Operator shall handover the Hotel back to the Client on an as-is-where-is basis and in accordance with the terms of the Handback Clause as specified in the License Agreement.
- 7.26. If the Operator fails to hand back the LMPH property to the Client at the end of the License Period for any reason whatsoever, the Operator shall be liable to pay to the Client a penalty amount equal to 5 (five) times the total License Payment, i.e., sum of Minimum Annual Guaranteed Payment and total Net Revenue Payment, due for the second-last year of the license period. This penalty shall be levied each year with an annual escalation of 10% for which the Operator has failed to hand back the LMPH property to the Client.
- 7.27. In case the Operator fails to execute the work as per the Terms of the License Agreement, the Client reserves the rights at its discretion to levy suitable penalty and / or terminate the License Agreement at the Operator's risk and cost. Non-satisfactory work on the part of the Operator will also lead to blacklisting of the Operator from applying in future empanelment and tender processes of the Client

## **8. Obligations, Roles and Responsibilities of the Client**

*Note: This is to be read in conjunction with the applicable clauses of the License Agreement*

- 8.1. **Facilitate Bookings:** The Client shall feature the LMPH property on the list of properties displayed on the Karnataka Tourism and JLR website. If any of the guests shows interests to book rooms in the LMPH property, the guests shall be redirected to the booking portal of the Operator upon clicking on the room booking link on the website. For providing this proposed facility, the Hotel Operator shall have an online booking portal / facility.
- 8.2. The Client assumes that the Operator has complete clarity and understanding of the scope and objective of the assignment.
- 8.3. The Client's approval or review of reports shall not absolve the Operator from responsibility and accountability of delivery of the assignment with quality.
- 8.4. The Client shall ensure that the Operator abides by The Client's guidelines and rules and regulations of Government of Karnataka and Government of India.
- 8.5. The Client shall appoint a representative from amongst their managerial staff to oversee that the LMPH property is being run in a proper manner as per the terms and conditions of the Agreement and the terms and conditions of the RFP and the License Agreement. The appointed representative shall carry out a quarterly compliance review and report the same to the Client's Head Office. The Operator shall provide accommodation to this Client's representative.
- 8.6. The Client may appoint a representative from its managerial staff and / or an audit firm as Additional Auditor to review and verify all those matters, expenses, costs, realizations and things which statutory auditors are required to do, undertake or certify pursuant to this Agreement. This includes the conduct of quarterly / annual audit of the Gross Revenues and certification of the Gross Revenues accrued from the Project for each quarter / year. The Operator shall extend their complete support to the Client's appointees in this regard.

**SECTION 6. DRAFT LICENSE AGREEMENT FOR THE LICENSE TO OPERATE AND  
MAINTAIN THE LALITHA MAHAL PALACE HOTEL**

**Between**

---

**[Name of Licensor]**

**And**

---

**[Name of Licensee]**

**Dated:**

|  |           |
|--|-----------|
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This License Agreement mutually agreed and executed at Bengaluru on this \_\_\_\_\_ day of Month \_\_\_\_\_, Two Thousand and Twenty Five.

**BETWEEN**

Jungle Lodges and Resorts Limited having its office at the Ground Floor, West Wing, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560001 hereinafter referred to as the “**Licensor**” or “**JLR**”, which expression shall unless repugnant to the context include the successors and assigns, on one part

**AND**

\_\_\_\_\_, a [company incorporated under provisions of the Companies Act, 1956 / partnership firm registered under the provisions of Indian Partnership Act, 1932 / limited liability partnership firm registered under the provisions of Limited Liability Partnership Act, 2008], having its registered office at \_\_\_\_\_, hereinafter referred to as “**Licensee**” or the “**Operator**”, which expression shall unless repugnant to the context include its successors and permitted assigns, of the other part.

WHEREAS,

- A. Jungle Lodges and Resorts Limited has decided to appoint a Licensee to maintain and operate the Lalitha Mahal Palace Hotel property premises by granting a license to enter the premises and operate and manage the Lalitha Mahal Palace Hotel property for the period agreed herein.
- B. The Licensee shall operate and maintain the Lalitha Mahal Palace Hotel property for a period of 32 (Thirty-Two) years from the date of signing of the Agreement including a 2 (Two) year Moratorium Period for repairs and renovations. The License may be extended for a further period of 15 (Fifteen) years on mutually agreed terms and conditions subject to the satisfactory performance of the Operator as determined by a committee chaired by Additional Chief Secretary / Principal Secretary / Secretary to Government, Tourism Department, Government of Karnataka.
- C. After a competitive bidding process, the Licensee has been assessed as having suitable experience for the operation and maintenance of the Lalitha Mahal Palace Hotel property. The Licensee has thereby been selected to operate the property for a period of 32 (Thirty-Two) years, and accordingly, a Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to the Licensee. The Licensee has duly acknowledged the letter of intent vide its Letter No. \_\_\_\_\_ dated \_\_\_\_\_
- D. In pursuance, thereof the Parties hereto are required to enter into a License Agreement for the License to Operate and Maintain the Lalitha Mahal Palace Hotel, which presents to record the terms, conditions, and covenants of the License.
- E. This Agreement constitutes and represents the entire Agreement between the Parties hereto on the subject matter hereof and supersedes all prior arrangements, agreements and understandings, whether oral or written on the subject hereof.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

## **Article 1. Definitions and Interpretation**

### **1.1. Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

1. **“Additional Auditor”** shall have the meaning as set forth in Article 4.9
2. **“Additional Facilities”** means the facilities that the Licensee may optionally provide at their own cost in the Project Asset with the approval of the Licensor and set out as such more specifically in Schedule 2B.
3. **“Agreement” or “License Agreement”** means this License Agreement, and includes any amendments thereto made in accordance with the provisions hereof.
4. **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/ the Licensee.
5. **“Applicable Permits”** means all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained by the Licensee under Applicable Law, in connection with the renovation, operation and maintenance of the Project during the subsistence of this Agreement.
6. **“Appointed Date”** means the date of this Agreement which shall also be the date of handover of the Project Asset and Project Facilities.
7. **“Arbitration Act”** means Arbitration and Conciliation Act 1996 and amendments thereof, read with Arbitration Centre – Karnataka (Domestic & International) Rules, 2012 and shall include any amendment to or any re-enactment thereof as in force from time to time.
8. **“Annual Net Revenue”** means Annual Revenue less Deductions, duly certified by Statutory Auditor
9. **“Annual Revenue”** means the Gross Revenue derived by the Licensee during the period of twelve months from the Appointed Date or any subsequent periods of twelve months starting from the anniversary dates of the Appointed Date, and duly certified by Statutory Auditor of the Licensee  
  
Revenue in foreign exchange would be suitably converted to Indian Rupees as per generally accepted accounting principles in India and approved by the Statutory Auditor of the Licensee.
10. **“Book Value”** shall mean the depreciated / written down value, in the audited books of the Licensee, of a specific asset or a class of asset in accordance with generally accepted accounting principles and applicable accounting standards, as valued and certified by an independent approved valuer. The independent approved valuer shall be appointed by the Licensor. The fees for such an independent valuer shall be borne by the Licensor and the Licensee in equal amounts.
11. **“Brand”** shall mean, the trademark registered in, (a) India in accordance with the provisions of the Trade Marks Act, 1999, or (b) any jurisdiction other than India



- in accordance with the applicable law in such jurisdiction, in each case, under which an entity is operating and managing hotel(s) / resort(s)
12. **“Commencement Date”** means the date on which the Licensee commences operations of the Project Asset / Project Facilities which shall be on or before 2 (two) years from the Appointed Date.
13. **“Cure Period”** means the period specified in this License Agreement for curing any breach or default of any provision of this License Agreement by the Party responsible for such breach or default and shall:
- i. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice.
  - ii. not relieve any Party from liability to pay damages or compensation under the provisions of this Agreement; and
  - iii. not in any way be extended by any period of Suspension under this License Agreement; provided that if the cure of any breach by the Licensee requires any reasonable action by the Licensee that must be approved by the Licensor, the applicable Cure Period shall be extended by the period taken by the Licensor to accord their approval.
14. **“Deductions”** Shall mean GST and any other tax or cess payable by the Licensee under the Applicable Laws on the revenues from items indicated in Gross Revenue.
15. **“Definitive Documents”** Shall mean collectively (i) this Agreement, (ii) the Letter of Award, and (iii) any such other agreements and documents, entered into / to be entered into between the Licensor and the Licensee in accordance with this Agreement or the Tender Document
16. **“Due Date”** means each date for making the Licensee Payment as set out in **Schedule 3**.
17. **“Encumbrance”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation , security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Asset/ Project Facilities.
18. **“Expiry”** means expiry of the License by efflux of time at the end of 32 (Thirty-Two) years from the Appointed Date. The License may be extended as per the provisions of this Agreement, in which event the meaning of Expiry shall be construed accordingly.
19. **“Expiry Date”** means the date on which Expiry occurs.
20. **“Financing Documents”** means collectively the documents evidencing Lenders’ commitment to finance the Project.
21. **“Fixtures”** shall mean all fixtures and fittings installed or placed in or affixed to the Project Asset from time to time
22. **“Force Majeure”** means an act, event, condition or occurrence as specified in Article 7.
23. **“Force Majeure Event”** means an act, event, condition or occurrence as specified in Article 7.
24. **“Good Industry Practice”** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced

- person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
25. **“GoK”** means the Government of Karnataka.
26. **“Government Agency”** means any Government Department, a State or Central Government, Local Authority or Board or Body or Corporation, commission, bureau, agency, authority, instrumentality established by or under any law and owned and controlled by the Government, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Licensee, the Project Asset or any portion thereof, or the performance of all or any of the services or obligations of the Licensee under or pursuant to this Agreement.
27. **“Guest”** includes customers, clients, and guests to the Project Asset by whatever name called visiting or residing at Project Asset.
28. **“Gross Revenue”** means revenues, in Indian Rupees, generated from operating the Project Asset and Project Facilities from the activities mentioned herein below, and shall include but is not limited to the following:
- i. Revenue from room occupancy
  - ii. Revenue from sale of food, beverages, from the restaurant, coffee shop, room service or any other food & beverages service
  - iii. Revenue from seminar halls, banquet halls, conference, board rooms, lawns, open space or any Additional Facilities
  - iv. Revenue from telephone, internet, secretarial services, laundry, beauty parlour, barber, florist shop, book stall, swimming pool, health club and any other revenues of similar nature
  - v. Revenue from commercial space on account of rent and/or licence fee of shops, counters, travel desk, shop windows, showcases or any premises given out to any person/parties
  - vi. Revenue from sports and recreation facilities and hire charges
  - vii. Revenue from offering the facility for film shooting
  - viii. Revenue from services/facilities offered to guests through tie-up with other institutions / organizations
  - ix. Revenue from all receipts against the earning of any affiliates, sub-licensee or subcontractor, or any other party to whom all or any portion of Licensee's rights and obligations under this agreement has been sub-licensed in accordance with the terms of this Agreement to any arrangement, whatsoever
  - x. Any other miscellaneous income derived out of operation of the property
- Revenue in foreign exchange would be suitably converted to Indian Rupees as per generally accepted accounting principles in India and approved by the Statutory Auditor of the Licensee.
29. **“Handback Guarantee”** means the performance guarantee provided by the Licensee as per the provisions of Article 9.2 (b) of this Agreement
30. **“JLR”** means Jungle Lodges and Resorts Limited.
31. **“Lenders”** means public financial institutions, scheduled banks, insurance companies, registered mutual funds and trustees for bondholders or debenture holders, who have provided funds to the Licensee for financing any part of the Project.

32. **“License”** shall have the meaning ascribed thereto in Article 2.1 of this Agreement.
33. **“Licensee Personnel”** includes employees, workers, suppliers, contractors of the Licensee by whatever name called visiting or using the Project Asset.
34. **“License Payment”** means the amounts payable by the Licensee to JLR on the Due Dates in accordance with Article 6.
35. **“License Period”** shall have the meaning ascribed thereto in Article 2.2 of this Agreement.
36. **“Mandatory Facilities”** means all facilities required mandatorily to be provided in the Project Asset and set out as such more specifically in Schedule 2A.
37. **“Material Adverse Effect”** means a material adverse effect on (a) the ability of the Licensee to exercise any of its rights or perform/ discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement and/ or (b) the legality, validity, binding nature or enforceability of this Agreement.
38. **“Material Breach”** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
39. **“Modification Proposal”** shall have the meaning ascribed thereto in Article 4.5 of this Agreement.
40. **Moratorium Period** means the period of 2 (two) years from the Appointed Date provided to the Licensee to undertake repairs and renovations for the Project. Allowances and restrictions during the Moratorium Period shall be as per this Agreement.
41. **“Movable Assets”** means all assets / properties procured by the Licensee for the purpose of the Project which is neither attached to the earth / Project Asset nor permanently fastened to anything attached to earth / Project Asset.
42. **“Net Revenue”** means Gross Revenue less Deductions
43. **“O&M Expenses”** means expenses to be incurred by of the Licensee for operations and maintenance of the Hotel for the entire License Period in order to meet its obligations under Article 4 of this Agreement
44. **“Parties”, “Party”** means the parties to this Agreement and **“Party”** means either of them, as the context may admit or require.
45. **“Precautionary Notice”** means a notice in writing issued by JLR to Licensee in accordance with Article 5.3
46. **“Preliminary Notice”** means the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, *inter alia*, the underlying Event of Default in accordance with Article 8.
47. **“Project”** means and includes the repair, renovation, and refurbishing of the Project Asset, provision of the Mandatory Facilities, operation, maintenance of the Project Asset / Project Facilities in accordance with the provisions of this Agreement and specifically in accordance with Schedule 2A and such Additional Facilities as are provided by the Licensee.
48. **“Project Asset”** means Lalitha Mahal Palace Hotel property and the land appurtenant thereto more fully described in Schedule 1A, 1B to this Agreement.
49. **“Project Facilities”** means collectively the Mandatory Facilities and the Additional Facilities.
50. **“Project Specific Account”** means an Account which the Licensee shall open and maintain with a Bank in which all inflows on account of Gross Revenue shall be credited and outflows on account of capital and revenue expenditures shall be debited, as the case

- may be, in accordance with the provisions of this Agreement, and as set forth in Article 4.8
51. **"Refurbishment Works"** means all works / activities including repair, renovation, upgradation, improvement, reconfiguration of room / halls or other areas, change in placement of offices, retail areas, restaurants, installation/replacement of Fixtures, furniture etc. that the Licensee may undertake at or within the Project Asset with prior written approval of the Licensor and in accordance with the provisions of this Agreement and the Applicable Laws and subject to Applicable Permits.
52. **"Rs." or "INR" or "Rupee"** means Indian Rupee, being the lawful currency of the Republic of India
53. **"Special Auditor"** means a reputed firm of Chartered Accountants or reputed accounting firm duly licensed to practice in India and appointed by JLR, from time to time for this Project.
54. **"Statutory Auditor"** means a reputed firm of Chartered Accountants duly licensed to practice in India acting as statutory auditors of the Licensee.
55. **"Taxes"** shall mean and include all general and special taxes, duties and levies, whether ordinary or extraordinary, including existing and future assessments for property, income, goods or services of any description by whatever name called now or in future which may be lawfully charged, assessed, or imposed upon all or any portion of the Project Asset (as the same may be increased or diminished from time to time during the Licence Period) on both land and all improvements contained thereon and / or the Licensee' business;
56. **"Tender Document"** shall mean the request for proposal [insert RFP no] dated [insert date] issued by the Licensor for inviting bids for the operation and maintenance of Lalitha Mahal Palace Hotel along with its Annexure, exhibits, attachments, any addenda issued to it from time to time, and any other document issued pursuant hereto including all written responses, amendments and clarifications issued by the Licensor
57. **"Termination"** means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.
58. **"Termination Date"** means the date specified in the Termination Notice as the date on which Termination occurs.
59. **"Termination Notice"** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

## **1.2. Interpretation**

In this Agreement, unless the context otherwise requires,

- a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts,

- associations, organizations or other entities (whether or not having a separate legal entity);
- d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
  - e) the words "include" and "including" are to be construed without limitation;
  - f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
  - g) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
  - h) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
  - i) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses, and Schedules of or to this Agreement;
  - j) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
  - k) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

## **Article 2. License**

### **2.1. Grant of License**

Subject to and in accordance with the terms and conditions set forth in this Agreement and in consideration of the payment as provided in this Agreement, the Licensor hereby grants and authorizes the Licensee a limited and revocable license with permission to enter and use the premises for limited purpose for the purpose of management and operations of the Project Asset / Project Facilities and to repair, renovate, and refurbish at its costs, operate and maintain the Project Asset / Project Facilities, to provide Mandatory Facilities as enumerated in Schedule 2A and Additional Facilities as enumerated in Schedule 2B, to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, including the right to collect, retain and appropriate all tariffs, fees and charges for the facilities and services provided, and to hand back the Project Asset and Project Facilities on the Expiry Date or the Termination Date as the case may be (the "**License**").

### **2.2. License Period**

The License hereby granted is for a period of limited 32 (Thirty-Two) years commencing from the Appointed Date and ending on the Expiry Date (the "License Period") including the Moratorium Period. The License is subject to the terms and conditions set forth in this Agreement and the same is revocable subject to the Licensor strictly following and adhering to the terms and conditions set forth in this Agreement.

The License may be extended for a further period of 15 (fifteen) years on mutually agreed terms and conditions subject to the satisfactory performance of the Operator as determined by a committee chaired by Additional Chief Secretary / Principal Secretary / Secretary to Government, Tourism Department, Government of Karnataka. The decision for extension of the License Period shall be taken at least 6 (six) months prior to the end of the current License Period.

Provided that in the event of Termination, the License Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

### **2.3. Acceptance of License**

In consideration of the rights, privileges and benefits conferred upon by the Licensor and including the right to collect, retain and appropriate all tariffs, fees and charges for the facilities and services provided and other good and valuable consideration expressed herein, the Licensee hereby accepts the License and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof. The Licensee hereby also accepts that he shall not be entitled to any compensation from the Licensor for the repair, renovation, refurbishment, operation, and maintenance of the property.

### **2.4. Deemed Knowledge and Disclaimer**

Subject to the provisions of this Agreement, the Licensee shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the financing, commissioning, maintenance, operation, management and development of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Licensee shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Licensor and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

## **Article 3. Project Asset**

### **3.1. Handover of Project Asset**

- a) The Licensor shall on the Appointed Date handover to the Licensee on as-is-where-is basis, vacant and peaceful physical possession of the Project Asset free from Encumbrance, for the purpose of operating and maintaining the Project Asset as per the timeline mentioned and terms and conditions agreed herein
- b) Upon the Project Asset being handed over, pursuant to the preceding sub-article (a), the Licensee shall have the right to enter upon, occupy and use the same for the purpose of enjoying its rights or carrying out its obligations and to make at its costs, charges and expenses such investigation, development and improvements in the Project Asset as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

### **3.2. Rights and Use of the Project Asset**

- a) The Licensee shall have the right to the use of the Project Asset in accordance with the provisions of this Agreement and for this purpose it may regulate the entry into and use of the same by third parties.

- b) The Licensee shall not part with or create any Encumbrance on the whole or any part of the Project Asset / Project Facilities save and except as set forth and permitted under this Agreement.
- c) The Licensee shall not without the prior written approval of the Licensor use the Project Asset / Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

### **3.3. Applicable Permits**

The Licensee shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project. This includes bar license, FSSAI certificate, and any other necessary Applicable Permits.

JLR shall provide the necessary supporting documents and facilitation support to the Licensee for obtaining the Applicable Permits.

### **3.4. Peaceful Possession**

The Licensor hereby warrants that:

- a) The Licensor enjoys absolute possession of the Project Asset and is vested with the right to grant the License.
- b) The Licensee shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful permissive possession and enjoyment of the Project Asset under the license from the Licensor during the License Period.

### **3.5. Acceptance of Project Asset and Project Facilities**

- a) The Licensee acknowledges that it has undertaken a due diligence over the Project Asset and Project Facilities, and all aspects of the Project. For the purposes of this Agreement, Licensee shall be deemed to have –
  - i. inspected Project Asset and Project Facilities and all buildings there at and its surroundings;
  - ii. satisfied itself as to the climatic conditions, noise level, hydrological and general physical conditions of Project Asset and Project Facilities, the nature of the ground and subsoil, the proposed form and nature of the Project, and the nature of the design, work and materials necessary for the performance of its obligations under this Agreement.
  - iii. satisfied itself as to the means of communication, access to and accommodation at Project Asset and Project Facilities, it may require or as may be otherwise necessary for the performance of its obligations under this Agreement;
  - iv. obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect its rights and obligations hereunder and its other rights and obligations under or pursuant to this Agreement;
  - v. has determined the nature and extent of the difficulties, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and for undertaking the Project.
- b) Licensee further acknowledges that it, or any entity claiming under it, shall have no recourse against the Licensor if it is, at a later date, found that the Project Asset and Project Facilities is deficient in any manner whatsoever, and in the event of any mistake made or misapprehension harboured by the Licensee in relation to any of the foregoing provisions of Article 3.5. If a deficiency is found, Licensee acknowledges and agrees that it shall, at its own cost, take all appropriate measures to remedy the same in order to undertake the Project.
- c) Licensee acknowledges and hereby accepts the difficulties, inputs, costs, time, resources, risks

and hazards associated with the performance of its obligations hereunder and hereby agree that the Licensor shall not be liable for the same in any manner whatsoever to Licensee, other than as expressly provided in this Agreement.

- d) It is clarified that all fossils, antiquities, structures and/or other remains or things either of archaeological or of particular geological interest discovered at Project Asset and Project Facilities or in the course of carrying out any work shall not be the property of Licensee and Licensee shall have no right or interest in such fossils, antiquities and structures and changes or modifications thereto to such items by the Licensee is not permitted and further, any discovery of such items must be communicated to the Licensor at the earliest possible time upon discovery.

#### **Article 4. Licensee's Obligations**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Licensee shall have the following obligations:

##### **4.1. Performance Security**

- a) The Licensee shall, for due and punctual performance of its obligations relating to the Project, deliver to the Licensor, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a scheduled bank acceptable to the Licensor, in the form as set forth in Schedule 4 as per the following schedule –

| <b>Period</b>     | <b>Value</b>  | <b>Schedule</b>   | <b>Validity Period</b>   |
|-------------------|---|---|--------------------------|
| Year 1 and Year 2 | INR 8.40 Crore (Rupees Eighty Crore Forty Lakhs only)   | Simultaneously with the execution of the Agreement        | 27 (Twenty-Seven) months |
| Year 3 – Year 7   | Equal to Minimum Guaranteed Annual Payment for Year 5 of the License Period                     | On the 2 <sup>nd</sup> anniversary of the Appointed Date  | 63 (Sixty-Three) months  |
| Year 8 – Year 12  | Equal to Minimum Guaranteed Annual Payment for Year 10 of the License Period                    | On the 7 <sup>th</sup> anniversary of the Appointed Date  | 63 (Sixty-Three) months  |
| Year 13 – Year 17 | Equal to Minimum Guaranteed Annual Payment for Year 15 of the License Period                    | On the 12 <sup>th</sup> anniversary of the Appointed Date | 63 (Sixty-Three) months  |
| Year 18 – Year 22 | Equal to Minimum Guaranteed Annual Payment for Year 20 of the License Period                    | On the 17 <sup>th</sup> anniversary of the Appointed Date | 63 (Sixty-Three) months  |
| Year 23 – Year 27 | Equal to Minimum Guaranteed Annual Payment for Year 25 of the License Period                    | On the 22 <sup>nd</sup> anniversary of the Appointed Date | 63 (Sixty-Three) months  |
| Year 28 – Year 31 | Equal to Minimum Guaranteed Annual Payment for Year 29 of the License Period                    | On the 27 <sup>th</sup> anniversary of the Appointed Date | 51 (Fifty-One) months    |
| Year 32           | Equal to 5 (five) times the Minimum Annual Guaranteed Payment for Year 31 of the License Period | On the 31 <sup>st</sup> anniversary of the Appointed Date | 30 (Thirty) months       |



If the License Period is extended beyond the initial 32 (thirty-two) year period, the Performance Security for the extended contract period shall follow the scheme as above. The Performance Security for the last year of the License Period shall always be equal to 5 (five) times the Minimum Annual Guaranteed Payment for the second-last year of the License Period.

- b) The Performance Security shall be kept valid for a period of 3 (three) months longer than the period covered under the said Performance Security as shown in the table above. Provided that for Year 32 of the License Period as well as for the last year of the License Period during any period beyond this initial 32 (thirty-two) year period, the Performance Security shall be kept valid for a period of 30 (thirty) months. The said Performance Security shall be renewed prior to the period indicated at Article 4.1 a) on the respective anniversary date of the submission of the Performance Security prior to the Appointed Date until the Expiry of the Agreement.
- c) Performance Security shall be forfeited if there is any breach of the terms and conditions of this agreement by the Licensee.

Provided that if the Agreement is terminated due to any event other than a Licensee Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to the Licensor's right to receive amounts, if any, due from the Licensee under this Agreement, be duly discharged and released to the Licensee.

- d) In case of any appropriation or encashment of Performance Security by the Licensor, the Licensee shall forthwith but in any event not later than seven (7) business days after such appropriation, furnish to the Licensor, a replacement Performance Security so as to ensure that the Licensor has, at all times, Performance Security equal to the amount applicable as per Article 4.1. In the event of non-receipt / inadequate receipt / delayed receipt of the Performance Security by the Licensor from the Licensee, the Licensor shall have the absolute right, exercisable at its discretion, to terminate this Agreement and other Definitive Documents requiring the Licensee to forthwith vacate the Project Asset.

#### **4.2. Financing Arrangement**

The Licensee shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project by creating charge over its operations or books of account but not to create charge or encumbrance over the Project Asset / Facilities and to meet all of its obligations under this Agreement, in a timely manner.

#### **4.3. Project Commencement**

- a) The Licensee shall commence operations within 2 (two) years from the Appointed Date. A Moratorium Period is provided to the Licensee to complete repairs and renovations for the Project. If the Licensee commences operations before the end of the Moratorium Period, the License Payment schedule shall be revised accordingly.
- b) Failure to commence the project after the Moratorium Period shall amount to breach of performance of Licensee's Obligations and the Licensee shall be liable to pay 20% higher Minimum Guaranteed Annual Payment for each year of delay. There shall be no extension to the Moratorium Period.
- c) Prior to the signing of the Agreement, the Licensor and Licensee have agreed to works necessary for structural repairs, internal repairs, renovation works, and landscaping works that are required to make the Project Assets / Project Facilities fully operational. The structural repairs are high-priority repairs that need to be carried out to improve the stability and longevity of the building structure. The internal repairs, renovation works, and landscaping works are important from an

aesthetic and operational perspective to ensure the facilities and amenities to meet the standards expected as per the Mandatory Facilities. The initial set of repair and renovation works to be carried out by the Licensee shall be recorded by the Parties in writing.

- d) The said works shall be carried out by the selected Licensee after consultation with the Licensor and the written approval by a suitable committee formed by the Government of Karnataka. The Licensee shall carry out structural repairs, internal repairs, renovation works and landscaping works for the Project Asset / Project Facilities at their own cost. The Licensee shall ensure that the initial set of repairs and renovation works as agreed upon between the Licensor and the Licensee shall be completed within the Moratorium Period. The Licensee may not claim any reduction of License Payment if the time taken to complete the initial set of repairs and renovation works exceeds the Moratorium Period.
- e) Further, the Licensee shall provide Mandatory Facilities as enumerated in Schedule 2A, and at their option provide the Additional Facilities as enumerated in Schedule 2B within 36 (thirty-six) months from the Appointed Date. Failure to provide the Mandatory Facilities shall amount to breach of performance of Licensee's Obligations and the Licensee shall be liable to pay 10% higher Minimum Guaranteed Annual Payment for each year of delay.

#### **4.4. Alterations and Modification**

- a. Due to the heritage nature of the Project Asset, no structural changes are permitted for the main LMPH building.
- b. The Licensee shall carry out necessary alterations or modifications to the Project Asset in order to meet his obligation of providing the Mandatory Facilities and / or provide Additional Facilities at its own costs and, subject to obtaining written approval from the Licensor with respect to the alterations or modifications to the Project Asset and his adherence to Applicable Law and obtaining Applicable Permits for such alteration or modifications. Provided however that such alteration, modification shall not at any time cause any damage or have a dangerous effect on either the stability of whole or part of Project Asset / Project Facilities or otherwise adversely affect the safety of the users of the Project Asset / Project Facilities.
- c. The approved works for alteration / modification shall be carried out by the selected Licensee after consultation with the Licensor and the written approval by a suitable committee formed by the Government of Karnataka.
- d. For this purpose, the Licensee shall submit to the Licensor a proposal (hereinafter referred to as Modification Proposal) clearly describing the alteration, modification , additional facilities and its impact on the structural stability of the Project Asset / Project Facilities, at least sixty (60) days prior to carrying out such activities whereupon the Licensor shall act as per the procedure set out in Article 5.1(b).
- e. The Licensee shall be required to obtain Applicable Permits and adhere to Applicable Laws for demolition of any part of the Project Asset.
- f. The Licensee shall not use explosives or other detonators during the process of demolition or other excavation work in the Project Asset.
- g. The Licensor shall designate the areas within which the Licensee can undertake addition / expansion works.

4.4.1. The Licensee hereby agrees and acknowledges that any and all alterations and modifications including structural additions / modifications / expansion work made and/or to be made by the Licensee at the Project Asset shall become part of the Project Asset and for the purposes of this

Agreement, any reference to the Project Asset, shall on and from the date of such alterations / modifications / additions / expansion shall deem to include such additions / modifications etc. to the Project Asset. Further, at the expiry of the License Period or early termination of this Agreement, the Project Asset shall be surrendered by the Licensee to the Licensor along with such additions / modifications / expansion etc., and such additions / modifications / expansion etc. shall not make any right in favour of the Licensee at any time during or after the License Period.

#### **4.5. Operation and Maintenance**

- a) The Licensee shall operate, manage and maintain the Project Asset at least as a 4-Star classified hotel as per the classification for Hotels and Resorts prescribed by Ministry of Tourism, Government of India and at their option operate, manage and maintain the Additional Facilities until the Project Asset / Project Facilities are handed back to the Licensor in accordance with the provisions of this Agreement.
- b) The Licensee shall not permit any customers to stay at the property or utilize the project's facilities during the Moratorium Period without the specific written approval of the Licensor. Further, the Licensee shall ensure that after this Moratorium Period, barring a force majeure event, at no point of time may the entire hotel be closed for stay by customers.
- c) The Licensee shall pay directly all fixed and variable charges towards consumption of electricity, water, and other utilities as per the meter readings to the concerned agency within stipulated timelines of the agency.
- d) The Licensee shall carry out advertising and marketing for the Project and provide all related services to the guests of the hotel as per the standards detailed in this Agreement. This includes all Front Office management, Room services, Housekeeping, Repair and Maintenance services, Food and Beverage services and any other related services including but not limited to transport and logistics, travel desk, banquets, indoor games, outdoor recreation, spa, business hall, health club, room service, swimming pool, etc.
- e) The Project shall be co-branded as a project of Jungle Lodges and Resorts Limited and the Licensee on all correspondence, documents, advertisements, and promotional materials related to the Project. All the letters of the name/s of the hotel as referred above shall be written/ presented/ displayed in fonts of equal size. Any changes to the branding of the property shall be done only with the written consent of the Licensor and Jungle Lodges and Resorts Limited.
- f) The Licensee shall ensure that the management of the Project Asset does not cause any damage or deterioration to the Project Asset.
- g) The Licensee shall be fully responsible to provide all facilities, equipment/machinery, services for developing and running the created facilities on the specified Project Asset.
- h) The Licensee shall not create any nuisance or disturbance or pollute the surroundings and other properties adjunct to the Project Asset.
- i) The Licensee shall strictly follow the safety code and also the instructions issued by the authorities in this behalf. The Licensee shall be responsible for the safety of his workmen, guests, occupant, etc., and shall be liable for prosecution in case of any accident, injury, death, etc., and the Licensor shall not assume any liability whatsoever in this behalf.
- j) All operations of the Project Asset shall be carried out in accordance with Good Industry Practices.
- k) On providing Mandatory Facilities and Additional Facilities work, the Licensee shall remove all

rubbish, kilns, vats, tanks, materials and temporary structure of any kind or used for the purpose or connected with the Project Asset

- l) The Licensee shall employ eco-friendly best practices for management of Project Asset in order to avoid adverse environmental impact.
- m) The Licensee shall ensure that the Licensee Personnel should not have at any stage any claim for employment in the Licensor.
- n) The Licensee shall during the License Period, install suitable mechanisms to capture moving images (“Video Information”) of Hotel Guests/ Licensee Personal at entry point/s in the Hotel Property. Video Information shall be preserved by the Licensee on a suitable storage media. The Video Information for each day shall be stored at least for a period of 21 days.
- o) Notwithstanding anything contained elsewhere in this Agreement, the Licensee shall on receipt of the Precautionary Notice, adhere to the measures provided in Schedule 6.
- p) The Licensee shall, at least a week before appointment / re-appointment of any agency for gatekeeping / security of the Project Asset / Project Facilities, duly inform Licensor, details of such agency. Licensor shall within one (1) week of receipt of such notice from Licensee, provide any suggestions / observations to the same, which shall be duly followed by the Licensee. In the event, no such suggestions / observations are received by the Licensee within the said period, the agency proposed shall be deemed to have been approved by the Licensor.
- q) The Licensee shall operate the Lalitha Mahal Palace Hotel Property as per industry standards. The Licensee shall allocate required professional skilled personnel and technical resources for operating and managing the Project Assets / Project Facilities throughout the License Period.
- r) The Licensee shall not indulge in any nefarious activity while operating and managing the Project Assets / Project Facilities.
- s) The Licensee shall ensure clearance of all rubbish and waste generated from the hotel and ensure safe, quick and scientific disposal of all such materials and will also coordinate with concerned civic agencies for responsible disposal of garbage outside the Lalitha Mahal Palace Hotel property premises.
- t) Provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene/ and quality shall be binding.
- u) Licensee is entitled to set the tariff terms for the facility and services and also entitled to change such rate whenever it deems fit. However, at the end of each year, the Licensee will provide a detailed breakup of the Annual Revenue.
- v) Take all reasonable precautions for the prevention of accidents on or about the facility and provide all reasonable assistance and emergency medical aid to accident victims.
- w) The Licensee shall, subject to availability of rooms, make up to two rooms available on a complementary basis to the Licensor. The Licensor shall inform the Licensee at least 24 hours in advance to make such a room available for the guests identified by the Licensor. The utilization of such rooms on a complementary basis shall be for up to 100 (One Hundred) days in a calendar year.
- x) The Licensee shall comply with all roles, responsibilities, and obligations of the Licensee as per Schedule 8. The roles, responsibilities and obligations of the Hotel Operator as per Schedule 8 shall be applicable for the Licensee.

**4.6. Insurance**

- a. The Licensee shall at its cost and expense, purchase and maintain, by due reinstatement or otherwise, during the License Period all insurances for such maximum sums as may be required under the Applicable Laws and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Licensee shall maintain a register of entry in order of premiums paid towards the Project Asset / Project Facilities, and proof of payments made shall be submitted to the Licensor whenever requested for. The Licensee shall submit the proof of insurance along with necessary supporting documents upon a written request from the Licensor within 14 (fourteen) days from the receipt of such a request.
- b. The Licensee shall, at its own cost and expense, obtain and keep in force, during the entire Licence Period, a policy of comprehensive general liability insurance with broad form endorsement, including personal injury liability, contractual liability, products and completed operations liability and liquor liability (if applicable), insuring the Licensor and the Licensee against any liability arising out of the ownership, use, occupancy or maintenance of the Project Assets / Project Facilities. The insurance cover would be obtained against all insurable risks, which will, inter alia, include builder's "all risk" (including third party liability), fire, damage and natural calamities, riots, civil commotion, war risks and all other "force majeure" risks and in addition to the normal insurance cover, will cover the standing charges and loss of profit in the event of any stoppage of business for any reason.
- c. The Licensee shall provide Licensor with notice of loss or damage to property within 48 (forty-eight) hours after such loss or damage occurs. The limit of any insurance which the Licensee is required to provide pursuant to this Article 4.7 shall not limit the liability of the Licensee hereunder.
- d. All policies taken by the Licensee shall be taken from reputed insurance companies, acceptable to the Licensor.
- e. The Licensee shall maintain in full force and effect on all trade fixtures, machinery and equipment, stock and inventory, improvements and betterments, a policy of all risk/ special form property insurance and covering the full replacement value of such property in an amount adequate to avoid co-insurance. During the Licence Period, proceeds from any such policy of insurance shall be used for the repair and/or replacement of the fixtures, equipment and other property so insured.
- f. The Licensee shall ensure that the Licensor is named as a loss payee in all the insurance policies obtained by the Licensee in relation to the Project and it shall, within thirty (30) days of obtaining the insurance referred to in this Clause, provide a certified true copy of it to the Licensor for its records and information.
- g. All insurances obtained by the Licensee in accordance with this Article shall be maintained with insurers on terms consistent with Good Industry Practice. The Licensee shall furnish to Licensor, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration.
- h. If the Licensee fails to effect and keep in force all insurances for which it is responsible pursuant hereto, entire responsibility shall be that of the Licensee in case of any consequence.
- i. The proceeds from all insurance claims, except life and injury, shall be paid to the Licensee by credit to their account and it shall, notwithstanding anything to the contrary contained in Article 4.8.c, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project.

#### **4.7. Project Specific Account**

##### **a. Opening of Project Specific Account**

The Licensee shall before the Appointed Date open and establish a Project Specific Account with an appropriate financial institution and inform the Licensor about the particulars of the said account.

##### **b. Deposits into Project Specific Account**

The Licensee shall deposit or cause to be deposited the following inflows and receipts into the Project Specific Account.

- i. all monies received in relation to the Project from any source, including the lenders, lenders of subordinated debt and the Licensor;
- ii. all and any revenues from or in respect of the Project, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and
- iii. all payments by the Licensor, after deduction of any outstanding payments.
- iv. any other revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project; and
- v. all proceeds received pursuant to any insurance claims.

##### **c. Withdrawals during the License Period**

- i. The Licensee shall ensure that deposits in the Project Specific Account shall be appropriated in the following order:
  - a. all taxes due and payable by the Licensee for and in respect of the Project;
  - b. License Payment, indemnity claims and other payment due and payable to the Licensor as per this Agreement;
  - c. expenses towards operation and maintenance and other costs, interest, debt payments and other payments related to the Project.
  - d. Any other costs and expenses incurred by the Licensor in accordance with the provisions of this Agreement, and certified by the Licensor as due and payable to it;
  - e. all payments, interests and damages certified by the Licensor as due and payable to it by the Licensee and;
  - f. balance, if any, in accordance with the instructions of the Licensee.
- ii. The Licensee shall not in any manner modify the order of payment specified in preceding sub-article 4.8.c.i, except with the prior written approval of the Licensor.

##### **d. Withdrawals upon Termination**

- i. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Project Specific Account shall, upon Termination, be appropriated in the following order:
  - a. all taxes due and payable by the Licensee for and in respect of the Project;
  - b. all and any part of the License Payment due and payable to the Licensor, whether or not disputed;
  - c. all payments and damages certified by the Licensor as due and payable to it by the Licensee;

- d. retention and payments arising out of, or in relation to, liability for defects and deficiencies of the Licensee;
  - e. incurred or accrued O&M Expenses;
  - f. any other payments required to be made under this Agreement; and
  - g. balance, if any, in accordance with the instructions of the Licensee.
- ii. The Licensee shall not in any manner modify the order of payment specified in preceding sub-article 4.8.d.i., except with the prior written approval of the Licensor

**e. Monthly Statement**

The Licensee shall submit the monthly bank statement of the Project Specific Account duly certified by the Bank to the Licensor by the 7<sup>th</sup> of the following month.

**4.8. Book of Accounts**

**a. Audited Accounts**

The Licensee shall maintain separate books of accounts with respect to the Project in compliance with generally applicable accounting principles in India, which books of accounts shall be duly audited by a statutory auditor in accordance with the requirements of Applicable Law. Copies of such books of accounts shall be provided to the Licensor upon written request from the Licensor and shall also be available for audit as and when required.

The Licensee shall keep and maintain all necessary statutory records and financial books of accounts to prepare true, accurate and regular account of Annual Revenue and obtain necessary certificate from the Statutory Auditor.

**b. Appointment of Auditors**

The Licensee shall appoint and have during the subsistence of this License Agreement as its statutory auditors, a firm chosen by it from reputable firms of chartered accountants as deemed suitable by the Licensor. All fees and expenses of the statutory auditors shall be borne by the Licensee.

Notwithstanding anything to the contrary contained in this Agreement, the Licensor shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "Additional Auditors") and verify all those matters, expenses, costs, realizations and things which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

**c. Certification of claims by Statutory Auditors**

Any claim or document provided by the Licensee to the Licensor in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

The statement of Annual Revenue shall be approved by the Board of Directors / Partners of the Licensee within two months from the anniversary of the Appointed Date.

**4.9. Performance Report**

**a. Quarterly Performance Report:**

- i. The Licensee shall submit a Quarterly Performance Report to the Licensor giving details of room occupancy, F&B sales, usage of offered activities and facilities, etc. The content

of the Quarterly Performance Report shall be defined by mutual agreement between the Licensor and the Licensee.

- ii. The Quarterly Report shall be submitted within 15 days of the completion of a quarter during each calendar year during the license period. The report shall be certified by the Licensee's auditor.
- iii. The Licensee shall discuss the performance of the Lalitha Mahal Palace Hotel property with the Licensor and advise them for approval of the submitted Quarterly Performance Report.

**b. Annual Performance Report:**

- i. The Licensee shall submit a Annual Performance Report to the Licensor giving details of room occupancy, F&B sales, usage of offered activities and facilities, etc. The content of the Annual Performance Report shall be defined by mutual agreement between the Licensor and the Licensee. The indicative contents of the Annual Performance Report may be as follows –
  - **Financial Performance:** Comprehensive financial overview including revenue generated, operational costs and profits
  - **Occupancy Rates:** Overview of the occupancy rates throughout the year, highlighting the peak periods and areas for improvement
  - **Customer Satisfaction:** Overview of customer feedback through surveys, reviews, and other feedback mechanisms to gauge the overall guest experience
  - **Marketing Efficiency:** Effectiveness of marketing strategies including campaigns and partnerships as well as success rates among various target segments
  - **Innovation and Differentiators:** Highlight strategies that set apart the Lalitha Mahal Palace Hotel in the market
  - **Operational Efficiency:** Overview of measures taken to enhance operational efficiency, productivity, and technology solutions
  - **Maintenance and Upgradation Progress:** Updates on the progress of repairs, upgrades, and additional constructions, showing adherence to agreed-upon timelines
  - **Community Engagement:** Report on the community engagement initiatives and contributions to the local community's socio-economic development
  - **Sustainability and Responsible Tourism:** Outline the eco-friendly practices and sustainability initiatives implemented
  - **Compliance and Legal Matters:** Details on compliance with legal and regulatory requirements, ensuring the Licensee's adherence to all Applicable Laws and maintaining of all Applicable Permits
  - **Risk Management:** Summarize any risks encountered during the year, along with the effectiveness of implemented contingency plans
- ii. The Annual Report shall be submitted within 45 (forty-five) days of the completion of a each financial year during the license period. The report shall be certified by the Licensee's auditor.
- iii. The Licensee shall discuss the performance of the Lalitha Mahal Palace Hotel property with the Licensor and advise them for approval of the submitted Annual Performance Report.



#### **4.10. General Obligations**

The Licensee shall at its own cost and expense:

- a) Investigate, study, design, repair, renovate, refurbish, operate and maintain the Project Asset / Project Facilities in accordance with the provisions hereof;
- b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the License Period;
- c) throughout performance of this Agreement, comply with all laws, rules, regulations and statutory requirements of Government of India, State Government and other Statutory bodies as far as such bodies have jurisdiction over the business or affairs of the Licensee.
- d) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used in or incorporated into the Project;
- e) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment-related liabilities of its staff employed in relation with the Project and hereby indemnifies the Licensor against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Licensor be treated as employer in this regard;
- f) make its own arrangements for appliances, equipment, materials, machinery and other supplies to operate and maintain the Project Asset, and in doing so, shall observe and fulfil the environmental and other requirements under Applicable Laws and shall obtain Applicable Permits for the purpose;
- g) be responsible for all the health, security, environment and safety aspects of the Project at all times during the License Period.
- h) ensure that the Project Asset / Project Facilities remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- i) upon receipt of a request thereof, afford access to the Project Asset / Project Facilities to the authorized representatives of the Licensor for the purpose of ascertaining compliance with the terms, covenants, and conditions of this Agreement.
- j) pay all taxes, duties and outgoings, including utility charges relating to the Project Asset / Project Facilities within the stipulated timelines of the agency concerned.
- k) make available for inspection to the Licensor, the Special Auditor or any agent appointed by the Licensor, all records, books of account, statements and any other additional information or explanation, related to the Project, for ascertaining the Annual Revenue and Deductions.
- l) ensure that documentary evidence from appropriate collecting authority are available for the purpose of calculation of goods and services tax or any other taxes and cess for the purpose of calculation of Deductions.
- m) maintain the Project Asset in a tidy and orderly manner; Carryout regular maintenance and repair of building, equipment, etc.
- n) Licensee shall not claim in its own name on the plea of having effect any improvements/ modifications upon the Project Asset or upon the facilities. All facilities, including Additional Facilities created in the Project Asset, are deemed to have been created under the License

hereby granted.

- o) Except as provided under this agreement, Licensee shall not, at any time, assign, mortgage, charge, grant sub-licenses or otherwise deal with possession or control of the license hereby granted.
- p) Non-awareness of rules and regulations including any Applicable Laws shall not absolve the Licensor of any of their responsibilities towards the Project.
- q) The Licensee shall maintain a high level of professional ethics and will not act in any manner which is detrimental to the Licensor's interests and maintain confidentiality on matters disclosed till proper instruction is issued for publication.

## **Article 5. Licensor's Obligations**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Licensor shall have the following obligations:

### **5.1. Specific Obligations**

- a) the Licensor shall grant in a timely manner all such approvals, permissions and authorization which the Licensee may require or is obliged to seek from the Licensor under this Agreement, in connection with operation of the Hotel and the performance of its obligations. Provided, where authorization for availment of utilities such as power, water, sewerage, telecommunications, or any other incidental services/ utilities is required, the same shall be provided by the Licensor in the form as set out in Schedule 5.
- b) The Licensor shall respond in writing within a period of 60 (sixty) days from the date of receipt of a Modification Proposal, as specified under Article 4.5, communicating its decision on such Modification Proposal.
- c) In case, the Licensor does not respond within 60 (sixty) days, as aforesaid, then such Modification Proposal would be deemed to have not been approved by the Licensor.
- d) In the event that the Licensor does not approve a Modification Proposal or any part thereof, the Licensor shall, as part of its written response, clearly describe the reasons for such non-approval. In case the Licensee is not satisfied with the response of the Licensor, the Licensee shall have remedy under Article 10 of this Agreement.
- e) The Licensor shall feature the LMPH property on the list of properties displayed on the JLR website. If any of the guests shows interests to book rooms in the LMPH property, the guests shall be redirected to the booking portal of Licensee upon clicking on the room booking link on the JLR website. For providing this facility, the Licensee shall have an online booking portal / facility. JLR shall coordinate with the Department of Tourism to extend a similar services through the website and mobile app of Department of Tourism to facilitate bookings for the LMPH property.
- f) The Licensor shall appoint a representative from amongst their managerial staff to oversee that the LMPH property is being run in a proper manner as per the terms and conditions of the Agreement and the terms and conditions of the RFP and the Agreement. The appointed representative shall carry out a quarterly compliance review and report the same to the Licensor Head Office. The Licensee shall provide accommodation to the Client's representative.

- g) The Licensor may appoint a representative from its managerial staff and / or an audit firm as Additional Auditor to review and verify all those matters, expenses, costs, realizations and things which statutory auditors are required to do, undertake or certify pursuant to this Agreement. This includes the conduct of quarterly / annual audit of the Gross Revenues and certification of the Gross Revenues accrued from the Project for each quarter / year. The Licensee shall extend their complete support to the Licensor's appointees in this regard.

## **5.2. Property Tax**

The Licensor shall make the payment to the local authorities with respect to Property Tax of the Project Asset and Project Facilities. The Licensee shall reimburse the Licensor in this regard.

## **5.3. Operations and Management**

- a) The Licensor shall at all times during the period of this Agreement make available to the Licensee, provide, free of any fees / charges, entry to the Project Asset for use by the Licensee, hotel guests and Licensee Personnel. In case of any change in such entry, the Licensor shall duly notify the same to the Licensee.
- b) The Licensee may permit entry to hotel visitors/guests and Licensee Personnel through the identified entry.
- c) At any time during the period of this Agreement, if Licensor is of the opinion that, certain measures as set-out in Schedule 6 would need to be observed, the Licensor may issue a Precautionary Notice to the Licensee. The Precautionary Notice shall specifically contain the period for which compliance to Schedule 6 is necessary.

## **5.4. General Obligations**

The Licensor shall:

- a) where appropriate provide necessary assistance to the Licensee in securing Applicable Permits;
- b) Observe and comply with all its other obligations set forth in this Agreement.

# **Article 6. License Payment**

## **6.1. Licensee's Obligations**

- a) Subject to the provisions of this Agreement and in consideration of the Licensee having been granted the License pursuant to this Agreement, the Licensee agrees and undertakes to pay to the Licensor, License Payment comprising the following:
- i. Fixed payment to be made on or before the Due Date as set out in **Schedule 3** ("Minimum Guaranteed Annual Payment"); and
- ii. \_\_\_% of Net Revenue to be paid on Revenue to be paid on or before Due Dates as set out in **Schedule 3** ("Net Revenue Share Payment")

The Licensee shall adhere to the Due Dates as set out in Schedule 3 for the payment of License Payment to the Licensor and need not wait for invoices to be issued by the Licensor for the License Payment.

- b) The Minimum Guaranteed Annual Payment for each year shall be made in two equal instalments every 6 months as per the Schedule 3 of the License Agreement.
- c) Payment for the Minimum Guaranteed Annual payment shall be made by the Licensee as detailed in Schedule 3 of the License Agreement. A Moratorium Period is provided to the

Licensee to complete repairs and renovations for the Project. If the Licensee commences operations before the end of the Moratorium Period, the License Payment schedule shall be revised accordingly.

- d) The Minimum Guaranteed Payment shall be revised on account of any addition / modification to the Project Assets. The revised Minimum Guaranteed Annual Payment shall be on a pro rata basis as agreed upon by the Parties. If the revised Minimum Guaranteed Annual Payment cannot be revised on a pro rata basis, the Government of Karnataka shall constitute a committee to determine the revised Minimum Guaranteed Annual Payment. Addition / modification of the Project Asset cannot be undertaken until the revised Minimum Guaranteed Annual Payment is agreed upon by the Parties.
- e) Payments for the Net Revenue Share Payment shall be made by the Operator shall be paid in four quarterly instalments within 30 (thirty) days of the completion of the corresponding quarter. Reconciliation of payments shall be done after the audited financial statements are submitted to JLR for the year. The due dates for the Net Revenue Share Payment are provided in Schedule 3 of the License Agreement.
- f) At the time of making the License Payment specified in sub-clause 6.1(a)(ii) above, the Licensee shall submit to JLR, audited and approved financial statement with details of Gross Revenue and Net Revenue, prepared by the Licensee's Statutory Auditor and duly approved by the Board of Directors of the Licensee.
- g) Any delay in making any License Payment as per Schedule 3 shall, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at 12% per annum from the relevant Due Date till the date of payment/ realization.
- h) The Licensee shall not be entitled to reduce or make any deductions in the License Payments for any reasons.
- i) If additional rooms are created under the Project by the Licensee, the License Payment shall be increased accordingly on a pro rata basis.
- j) Reconciliation of payments, if applicable, shall be done after the audited financial statements are submitted to JLR for the year.

## **6.2. Mode of Payment**

The License Payment shall be made in favour of "*Jungle Lodges and Resorts Limited*" by way of A/c Payee cheque / demand draft or by RTGS / NEFT, payable at Bangalore and shall be sent sufficiently in advance to the address specified in Article 12.7 so as to allow for realisation / encashment thereof on or before Due Date.

## **6.3. Reconciliation of License Payment**

Reconciliation of License Payment, if applicable, shall be done after the preparation of audited accounts for the relevant financial year by the Licensor and Licensee. A reconciliation statement for the relevant measurement period, stating out the difference between the License Payment actually paid and the Licence Payment payable pursuant to such reconciliation shall be submitted in writing by the affected party.

## **Article 7. Force Majeure**

### **7.1. Force Majeure Event**

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event.

- a) Earthquake, flood, inundation, and landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) fire caused by reasons not attributable to the Licensee or any of the employees, Contractors or agents appointed by the Licensee for purposes of the Project;
- d) acts of terrorism
- e) strikes, riots, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Licensee;
- f) action of a Government Agency having Material Adverse Effect including but not limited to,
  - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Asset or any part thereof or of the Licensee's rights in relation to the Project Asset;
  - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Licensee in any proceedings which is non-collusive and duly prosecuted by the Licensee, and
  - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Licensee's breach or failure in providing with the Project Facilities, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract / agreement by which the Licensee may be bound;
  - iv. orders such as complete lockdown that prevents the Affected Party from performing or discharging all of its obligations under this Agreement.
- g) early determination of this Agreement by the Licensor for reasons of security of the project asset, national emergency, national security or the national interest;
- h) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, toxic radioactive explosion, volcanic eruptions.

### **7.2. Obligations of the Parties**

- a) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
  - i. the nature and the extent of the force majeure event;
  - ii. the estimated Force Majeure Period;
  - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - iv. the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
  - v. any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.

- b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding sub-article 7.2 (a), the Parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Asset in order to:
  - i. assess the impact of the underlying Force Majeure Event,
  - ii. to determine the likely duration of Force Majeure Period and,
  - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c) The Affected Party shall during the Force Majeure Period provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding sub-article (b) as also any information, details or document, which the Parties may reasonably require.

### **7.3. Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) due notice of the Force Majeure Event has been given as required by the preceding Sub-article 7.2;
- b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party, a written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- f) any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or reinstate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

### **7.4. Termination due to Force Majeure Event**

#### **a) Termination**

- i. If a Force Majeure Event, is an event described under Sub-articles 7.1(a) to 7.1(e) continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
- ii. If the Force Majeure Event is an event described in 7.1 (f), 7.1 (g) or 7.1 (h) and the Licensee having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Licensee shall be entitled to terminate this Agreement.

Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 7.1 (f), 7.1 (g) or 7.1 (h) subsists or is likely to subsist for a period exceeding 180 days.

Provided further, The Licensor may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Sub-articles 7.1(f), 7.1(g) or 7.1(h)

**b) Termination Notice**

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding sub-article (a)(i) or (a)(ii), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

**c) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. the Termination Payment, if any, payable by The Licensor in accordance with the following sub-article (d) is paid to the Licensee on the Termination Date and
- ii. the Project Asset is handed back to The Licensor by the Licensee on the Termination Date free from all Encumbrance.

**d) Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Licensee by the Licensor in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Sub-articles 7.1(a) to 7.1(e), no Termination Payment shall be made by the Licensor to the Licensee but, the Licensee shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- ii. If Termination is due to the occurrence of any event described under Sub- articles 7.1(f) or 7.1(g), the Licensor shall pay to the Licensee Termination Payment equal to 100% of the Book Value as on Termination Date.

Provided, the Licensor shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Licensor from the Licensee as on the Termination Date.

- iii. If Termination is due to the occurrence of any event described under Sub-article 7.1 (h), the Licensor shall pay to the Licensee, Termination payment equal to 70% of the Book Value.

Provided the Licensor shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Licensor from the Licensee as on the Termination Date.

**7.5. Liability for other losses, damages etc.**

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

## **Article 8. Events of Default and Termination**

### **8.1. Events of Default**

Event of Default means either Licensee Event of Default or Licensor Event of Default or both as the context may admit or require.

#### **a) Licensee Event of Default**

Any of the following events shall constitute an event of default by the Licensee ("Licensee Event of Default") unless such event has occurred as a result of a Force Majeure Event or Licensor Event of Default or any governmental action for reasons other than any breach, default or lapse on the part of the Licensee:

- i. The Licensee has failed to commence operations of the Project Asset / Project Facilities before the expiry of 2 (two) years from the Appointed Date;
- ii. The Licensee has failed to meet the requirements for Mandatory Facilities within 3 (three) years from the Appointed Date
- iii. The Licensee has failed to make any License Payment on Due Date thereof and more than 30 days have elapsed since such default;
- iv. The Licensee has failed to submit or provide information on the Annual Revenue as required under the provisions of this Agreement;
- v. The Project Asset ceases to have facilities equivalent to at least a 4-Star classified hotel and the Licensee has failed to remedy the same for more than 12 (twelve) months;
- vi. Subsequent to receipt of Precautionary Notice, the Licensee fails to observe measures indicated in Schedule 6 and a period of 15 days has expired from the date of receipt of such notice by the Licensee.
- vii. The Licensee has not submitted the Handback Guarantee as hereinafter defined in accordance with Article 9.2(b) and has subsequently failed to remedy the same within a further period of 30 days;
- viii. The Licensee is in Material Breach of any of its other obligations under this Agreement, and the same has not been remedied for more than 60 days;
- ix. Any representation made or warranty given by the Licensee under this Agreement is found to be false or misleading;
- x. A resolution for voluntary winding up has been passed by the shareholders of the Licensee;
- xi. Any petition for winding up of the Licensee has been admitted, and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- xii. A default has occurred under any of the Financing Documents, and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- xiii. The Licensee has abandoned the Project Asset / Project Facilities;
- xiv. The Licensee has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xv. The Licensee has suffered an attachment levied on any of its assets which has caused or is likely to cause an Adverse Material Effect on the Project, and such attachment has continued for a period exceeding 90 days.
- xvi. If the Licensee, in the judgment of the Licensor has engaged in corrupt or fraudulent



practices in competing for or in executing the Agreement.

xvii. 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 the Licensor, and includes collusive practice among Operators (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Licensor of the benefits of free and open competition.

xviii. The Licensee has failed to furnish the Handback Guarantee on Due Date thereof and more than 30 days have elapsed since such default.

**b) Licensor Event of Default**

Any of the following events shall constitute an event of default by Licensor ("Licensor Event of Default"), when not caused by a Licensee Event of Default:

- i. The Licensor is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Licensee;
- ii. The Licensor has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iii. The Licensor has unreasonably withheld or delayed grant of any approval or permission which the Licensee is obliged to seek under this Agreement and thereby caused or likely to cause Material Adverse Effect provided such approval or permission need not further require the State Government of Karnataka permission;
- iv. Any governmental action not arising out of a breach, default or lapse on the part of the Licensee, whereby this Agreement becomes inoperable or takeover by any government agency of the Project Asset / Project Facilities or any part thereof, thereby causing Material Adverse Effect;
- v. Any representation made or warranties given by the Licensor under this Agreement has been found to be false or misleading.

**8.2. Termination due to Event of Default**

**a) Termination for Licensee Event of Default**

- i. Without prejudice to any other right or remedy which the Licensor may have in respect thereof under this Agreement, upon the occurrence of a Licensee Event of Default, the Licensor may terminate this Agreement in the manner as set out under Article 8.2(a)(ii) and Article 8.2(a)(iii).
- ii. If the Licensor decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Licensee. Within thirty (30) days of receipt of the Preliminary Notice, the Licensee shall submit to the Licensor in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Licensee's Proposal to Rectify"). In case of non-submission of the Licensee's Proposal to Rectify within the said period of 30 days, the Licensor shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
- iii. If the Licensee's Proposal to Rectify is submitted within the period stipulated therefor, the Licensee shall have further period of 30 days from the date of approval of the Licensee's

proposal to remedy/ cure the underlying Event of Default. If, however, the Licensee fails to remedy/ cure the underlying Event of Default within such further period allowed, the Licensor shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security if subsisting.

**b) Termination for Licensor Event of Default**

- i. Without prejudice to any other right or remedy which the Licensee may have in respect thereof under this Agreement, upon the occurrence of Licensor Event of Default, the Licensee shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If the Licensee decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to the Licensor. Within 30 days of receipt of Preliminary Notice, the Licensor shall forward to the Licensee its proposal to remedy/ cure the underlying Event of Default (the "Licensor Proposal to Rectify"). In case of non-submission of Licensor Proposal to Rectify within the period stipulated therefor, Licensee shall be entitled to terminate this Agreement by issuing Termination Notice.
- iii. If Licensor Proposal to Rectify is forwarded to the Licensee within the period stipulated therefor, the Licensor shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however, the Licensor fails to remedy/ cure the underlying Event of Default within such further period allowed, the Licensee shall be entitled to terminate this Agreement by issuing Termination Notice.

**c) Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding sub-article (a) or (b), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

**d) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination, the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities,
- ii. the termination payment, if any, payable by the Licensor in accordance with the following sub-article (f) is paid to the Licensee on the Termination Date and
- iii. the Project Asset / Project Facilities are handed over to the Licensor by the Licensee on the Termination Date free from any Encumbrance along with any payment that may be due by the Licensee to the Licensor.

**e) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

**f) Termination Payments**

Upon Termination of this Agreement on account of Licensor Event of Default, the Licensee shall be entitled to receive from the Licensor, termination payment equal to 100% of the Book Value of the capital expenditure incurred by the Licensee towards the Project Asset / Project Facilities as on Termination Date.

**8.3. Rights of the Licensor on Termination**

- a) Upon Termination of this Agreement for any reason whatsoever, the Licensor shall upon making the Termination Payment, if any, to the Licensee have the power and authority to:
- i. enter upon and take possession and control of the Project Asset / Project Facilities forthwith;
  - ii. prohibit the Licensee and any person claiming through or under the Licensee from entering upon/ dealing with the Project Asset;
  - iii. blacklist the Licensee from participating in any future empanelment and tender processes of the Licensor
- b) Notwithstanding anything contained in this Agreement, the Licensor shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Project, and the handback of the Project Asset / Project Facilities by the Licensee to the Licensor shall be free from any such obligation.

**8.4. Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**8.5. Lender's Step-in Rights**

- a) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that:
- i. upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
  - ii. upon a Termination Notice being issued by the Licensor,

the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to the Licensor the substitution of the Licensee by another suitable hotel operating company ("Proposed Licensee"). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Licensee and the terms and conditions of the substitution.

- b) Upon receipt of the Lenders' proposal pursuant to the preceding sub-article (a), the Licensor shall at its discretion have the right to accept substitution of the Licensee on such terms and conditions as it may deem fit.

Provided that any such substitution shall,

- i. be on terms and conditions of the License which are not less favourable to the Licensor than

- those prevailing at the time of substitution, and
- ii. be for the remaining period of License only.
  - c) In the event of substitution as aforesaid, all the rights, privileges and the benefits of the Licensee shall be deemed to have been transferred to and vested in the Proposed Licensee, and the Licensor and the Proposed Licensee shall take such steps and enter into such documents as may be necessary to give effect to the substitution.
  - d) Upon the Substitution of the Licensee becoming effective as aforesaid, the Licensee shall hand back the Project Facilities to the Licensor or upon instruction of the Licensor to the Proposed Licensee, and for the purpose of giving effect to this provision, the Licensor shall have all such rights as are provided in Article 8.3

## **Article 9. Handback of Project Asset / Project Facilities**

### **9.1. Ownership**

Without prejudice and subject to the License, the Project Asset and the Project Facilities, including all improvements made therein by the Licensee, shall at all times belong to the Government of Karnataka.

Provided that the movable assets added to the Project Facilities by the Licensee shall be the property of Licensee and the Licensee shall be entitled to retain and evacuate such movable assets from the Project Asset.

### **9.2. Licensee's Obligations**

- a) Upon the expiry of the License Period by efflux of time and in the normal course, the Licensee shall on the Expiry Date, hand back vacant and peaceful possession of Project Asset / Project Facilities to the Licensor free of cost and in good operable condition.
- b) At least 12 months prior to the Expiry Date, the Licensee shall, for due performance of its obligations relating to handback of Project Asset and Project Facilities, submit to the Licensor a bank guarantee, in the form as set forth in Schedule 7 ("Handback Guarantee"), from a scheduled bank acceptable to the Licensor for a sum equal to the License Payment for the second-last year of the License Period, i.e., the sum of Minimum Guaranteed Annual Payment and total Net Revenue Share Payment, for the second-last year of the License Period. The Handback Guarantee shall be kept valid for a period of 30 (thirty) months.
- c) At least 12 months before the Expiry Date a joint inspection of the Project Asset / Project Facilities shall be undertaken by the Licensor and the Licensee. the Licensor shall, within 45 days of such inspection prepare and furnish to the Licensee a list of works/ jobs, if any, to be carried out so as to conform to at least the Mandatory Facilities requirements. The Licensee shall promptly undertake and complete such works/ jobs at least 3 (three) months prior to the Expiry Date and also ensure that the Project Asset and Project Facilities continue to meet such requirements until the same are handed back to the Licensor on the Expiry Date.
- d) The Licensor shall, within 45 days of the joint inspection undertaken under Article 9.2(c) prepare and furnish to the Licensee a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Licensor along with the Project Asset.
- e) The Licensee hereby acknowledges the Licensor's rights specified in Article 8.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Licensee

undertakes to comply with and discharge all such obligations promptly.

- f) If the Licensee fails to hand back the LMPH property to the Licensor at the end of the License Period for any reason whatsoever, the Licensee shall be liable to pay to the Licensor a penalty amount equal to 5 (five) times the total License Payment, i.e., sum of Minimum Annual Guaranteed Payment and total Net Revenue Payment, due for the second-last year of the License Period. This penalty shall be levied each year with an annual escalation of 10% for which the Licensee has failed to hand back the LMPH property to the Licensor.

### **9.3. Licensor's Obligations**

The Licensor shall, subject to the Licensor's right to deduct amounts towards:

- a) carrying out works/ jobs listed under Article 9.2 (c), which have not been carried out by the Licensee,
- b) purchase of items, which have not been handed back to the Licensor along with the Project Asset in terms of Article 9.2 (d), and
- c) any outstanding dues, which may have accrued in respect of the Project during the License Period,
- d) duly discharge and release to the Licensee the Handback Guarantee within 3 months from the Expiry Date.

## **Article 10. Dispute resolution**

### **10.1. Amicable Resolution**

- a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-article (b) below.
- b) Either Party may require such Dispute to be referred to the Managing Director, Jungle Lodges and Resorts Limited and the Authorized Representative of the Licensee for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute.
- c) All such disputes that have not been satisfactorily resolved under sub-article 10.1 b) shall be referred to Principal Secretary / Secretary Tourism, Government of Karnataka.
- d) All such disputes that have not been satisfactorily resolved under sub-article 10.1 c) it may refer the Dispute to arbitration in accordance with the provisions of Article 10.2 below.

### **10.2. Arbitration**

#### **a) Procedure**

Subject to the provisions of Article 10.1, any Dispute which is not resolved amicably shall be decided by reference to arbitration. Such arbitration shall be held and settled under the provisions of Arbitration and Conciliation Act 1996 and amendments thereof, read with Arbitration Centre – Karnataka (Domestic & International) Rules, 2012 for Alternative Dispute Resolution.

#### **b) Place of Arbitration**

The place of arbitration shall be Bengaluru, Karnataka.

**c) English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders, and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

**d) Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration and Conciliation Act 1996 and amendments thereof, read with Arbitration Centre – Karnataka (Domestic & International) Rules, 2012 subject to the rights of the aggrieved parties to secure relief from any higher forum.

**e) Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

## **Article 11. Representations and Warranties, Disclaimer**

### **11.1. Representations and Warranties of the Licensee**

The Licensee represents and warrants to the Licensor that:

- a) it is duly organised, validly existing and in good standing under the laws of India;
- b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery, and performance of this Agreement;
- d) it has the financial standing and capacity to undertake the Project;
- e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) the execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g) there are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

- i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) subject to receipt by the Licensee from the Licensor of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Licensee in and to the Project Asset / Project Facilities shall pass to and vest in the Licensor on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Licensee or the Licensor;
- k) no representation or warranty by the Licensee contained herein or in any other document furnished by it to the Licensor or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Licensee to any person to procure the License. The Licensee undertakes not to engage in any of the said or similar activities during the currency of the agreement and relative to this Agreement.
- m) Without prejudice to any express provision contained in this Agreement, the Licensee acknowledges that prior to the execution of this Agreement, the Licensee has after a complete and careful examination made an independent evaluation of the Project Asset, and the information provided by the Licensor, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations hereunder.
- n) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Licensor shall not be liable for the same in any manner whatsoever to the Licensee.

#### **11.2. Representations and Warranties of the Licensor**

The Licensor represents and warrants to the Licensee that:

- a) The Licensor has full power and authority to grant the License;
- b) The Licensor has taken all necessary action to authorise the execution, delivery, and performance of this Agreement;
- c) This Agreement constitutes the Licensor's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d) There are no suits or other legal proceedings pending or threatened against the Licensor in respect of the Project Asset or the Project.
- e) No director or official or employee of the Licensor shall in any way be personally bound or liable for the acts or obligations of the Licensor under this agreement or answerable for any default or omission in the observance or performance of any of the act, matters or things or conditions which are herein contained.

#### **11.3. Obligation to Notify Change**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **Article 12. Miscellaneous**

### **12.1. Variation**

No variation, modification or amendment of any of the terms of this Agreement shall be valid or binding unless in writing and signed by or on behalf of both Parties hereto.

### **12.2. Assignment and Charges**

- a) The Licensee shall not assign in favour of any person this Agreement or the rights, benefits, and obligations hereunder save and except with prior consent of the Licensor.
- b) The Licensee shall neither create nor permit to subsist any Encumbrance over the Project Asset / Project Facilities except with prior consent in writing of the Licensor, which consent the Licensor shall be entitled to decline without assigning any reason whatsoever.
- c) Restraint set forth in sub-articles (a) and (b) above shall not apply to:
  - i. liens/ encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Licensee;
  - ii. Pledges/ hypothecation of goods/ movable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
  - iii. Assignment of Licensee's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

### **12.3. Interest and Right of Set Off**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 12% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 12.2 shall be neither deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

### **12.4. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **12.5. Waiver**

- a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
  - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other



indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement

- c) In any case, if any right, power, or authority of the Licensor which shall have become exercisable including the right to revoke the Licence hereby granted but the same is, for any reason not exercised, then non-exercise thereof shall not constitute a waiver of any such right, power, or authority of the Licensor or the terms and conditions to be complied thereof by the Licensee and the Licensor shall have such right, power or authority exercisable at its discretion, at any time in future, and the liability of the Licensee for past and future defaults shall remain unaffected besides other rights and remedies of the Licensor..

**12.6. Survival**

Termination of this agreement

- a) shall not relieve the Licensee or the Licensor of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**12.7. Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement 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 by way of supplementary agreement.

**12.8. Notices**

All notices under this Agreement shall be in writing and in the English Language. Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be delivered by hand, sent by registered post or transmitted by cable, telefax or recognized international courier, mail, and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Licensor:

Managing Director  
Jungle Lodges and Resorts Limited,  
Ground Floor, West Wing  
Khanija Bhavan  
49 Race Course Road  
Bengaluru – 560 001

If to the Licensee:

\_\_\_\_\_ (Designation)  
----- (Name of Licensee)  
----- (Address)  
Contact: ----- (Phone Number)

Email: ----- (Email)

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- a) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- b) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

#### **12.9. Severability**

If for any reason whatsoever any provision of this Agreement 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 Agreement or otherwise.

#### **12.10.No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

#### **12.11.Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **12.12.Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties

#### **12.13.Further Assurances**

Each Party agrees and undertakes to do all such acts, deeds, matters and things and to execute all necessary writings, documents, instruments and consents as may be desirable or necessary to give effect to the matters contemplated herein.

#### **12.14.Counterparts**

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of the LICENSOR by:

For and on behalf of LICENSEE by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

In the presence of:

1)

2)

### **Schedule 1A: Details of Lalitha Mahal Palace Hotel Property**

*Details of the Lalitha Mahal Palace Hotel such as site plan, built-up areas, layout plan, details of movable assets etc. may be collected in-person from the Jungle Lodges and Resorts Limited office.*

|                       |  |
|-----------------------|--|
| <b>Contact Person</b> | Shri Yuvaraj M<br>Senior General Manager<br>Jungle Lodges and Resorts Limited  |
| <b>Telephone</b>      | 080 4055 4044  |
| <b>Email</b>          | yuvaraj@junglelodges.com   |
| <b>Address</b>        | Jungle Lodges and Resorts Limited<br>Ground Floor, West Wing<br>Khanija Bhavan<br>49 Race Course Road<br>Bengaluru – 560 001 |

Total area of the Lalitha Mahal Palace Hotel property is 2,17,616.04 square metres and includes the following –

| <b>Id. No.</b> | <b>Land Utilization</b> | <b>Area (In Sq mt.)</b> |
|----------------|-------------------------|-------------------------|
| 1              | Lalitha Mahal Palace    | 15,277.04               |
| 2              | GM House                | 961.07                  |
| 3A             | Staff Quarters          | 210.29                  |
| 3B             | AC Plant and Boilers    | 187.73                  |
| 4              | Laundry                 | 136.65                  |
| 5              | Canteen                 | 117.98                  |
| 6              | DG Room                 | 192.84                  |
| 7              | Residency-1             | 128.12                  |
| 8              | Residency-2             | 183.48                  |
| 9              | Residency-3             | 235.52                  |
| 10             | Pump Room               | 23.13                   |
| 11             | Rest Room               | 51.71                   |
| 12             | Gas Room                | 10.12                   |
| 13             | Oil Storage Room        | 10.12                   |
| 14             | Storage Area            | 104.11                  |
| 15             | Store Room              | 50.71                   |
| 16             | Wash Room               | 15.50                   |
| 17             | Temple                  | 50.63                   |
| 18             | Garbage Room            | 12.46                   |
| 19             | Security Room           | 4.12                    |
| 20             | STP                     | 128.33                  |
| 21             | Motor Room              | 4.43                    |
| 22             | TC Yard                 | 112.48                  |
| 23             | Shed                    | 16.13                   |
| 24 to 29       | Steps (1 to 6)          | 113.75                  |
| 30             | Car Parking             | 4,272.86                |

| <b>Id. No.</b> | <b>Land Utilization</b>  | <b>Area (In Sq mt.)</b>           |
|----------------|--------------------------|-----------------------------------|
| 31             | Bike Parking             | 99.00                             |
| 32             | Swimming Pool            | 181.82                            |
| 33             | Fountain (1 & 2)         | 134.27                            |
| 34             | Garden (1 to 16)         | 11,651.26                         |
| 35             | Pathway (1 to 2)         | 9,904.92                          |
| 36             | Tree Cover Area (1 to 6) | 89,632.23                         |
| 37             | Open Space (1 to 3)      | 68,968.21                         |
| 38             | Road                     | 14,546.79                         |
| 39             | Tennis Court             | 772.5461                          |
| <b>Total</b>   |                          | <b>2,17,616.04 (~53.77 acres)</b> |

Only the assets of Lalitha Mahal Palace Hotel property that have been listed above shall come under the scope of Project Asset. Other areas of the Lalitha Mahal Palace that have not been listed above shall not be under the scope of Project Assets or Project Facilities.

|                            |   |
|----------------------------|---|
| <b>Site Plan</b>           | Site plan clearly showing area of Lalitha Mahal Palace Hotel and marking the area proposed to be handed over to the Licensee. Interested parties may visit Licensor Office to view the Site Plan. |
| <b>Building Floor Plan</b> | Building Floor Plan to be handed over to the Licensee. Interested parties may visit Licensor Office to view the Building Floor Plan.  |

**Schedule 1B: Right to Use the Premise**

The Licensee shall have the right to use the entire premises of the Lalitha Mahal Palace Hotel property under the scope of Project Asset.

### **Schedule 2A: Mandatory Facilities**

The Lalitha Mahal Palace Hotel property shall be operated and maintained as at least a 4-Star classified hotel during the tenure of this Agreement as per the guidelines issued by the Ministry of Tourism, Government of India for this purpose and amended from time to time. The necessary certification shall be obtained within the first 36 (thirty-six) months of the License Period. Necessary certification / re-certification confirming such status that the hotel is being operated and maintained to a minimum 4-Star classified hotel shall be obtained by the Licensee, as per requirements of certification / re-certification.

In the event the Lalitha Mahal Palace Hotel ceases to hold at least a 4-Star classification for any reason whatsoever, the Licensee shall take necessary steps to correct any deficiencies leading to loss of 4-Star classification. It is the Licensee's sole responsibility to obtain 4-Star classification (or higher) within a period of 12 (twelve) months from the date the hotel ceased to hold the star classification.

**Schedule 2B: Additional Facilities**

|     |                                     |
|-----|-------------------------------------|
| 1.  | Restaurant                          |
| 2.  | Bar                                 |
| 3.  | Front lawn area                     |
| 4.  | Swimming Pool (including lawn area) |
| 5.  | Tennis Court                        |
| 6.  | Spa                                 |
| 7.  | Laundry                             |
| 8.  | Banquet Hall (including lawn area)  |
| 9.  | Restaurant                          |
| 10. | Conference Room                     |
| 11. | Gym and fitness equipment           |
| 12. | Parking facilities                  |
| 13. | Staff quarters                      |
| 14. | Generator                           |

**NOTE:** Any other Additional Facilities that have been agreed upon between the Licensor and the Licensee at the time of signing of the Agreement shall be included in the list of Additional Facilities.



### **Schedule 3: License Payment Schedule**

#### **A. Minimum Guaranteed Annual Payment**

The Minimum Guaranteed Annual Payment for each year shall be made in two equal instalments every 6 months as per the Schedule 3 of the License Agreement.

Payment for the first instalment of the Minimum Guaranteed Annual payment for Year 3 shall be made by the Licensee on the anniversary of the Appointed Date and prior to the commencement of operation of the Project Asset / Project Facilities. Considering the investment to be made for commencement of operations at the hotel, a Moratorium Period of up to 2 (two) years has been granted to the Operator.

If the Moratorium Period is less than 2 (two) years, the payment for Minimum Guaranteed Annual Payment shall be revised accordingly.

| <b>Sl. No</b> | <b>Year</b> | <b>Minimum Guaranteed Annual Payment (INR) excluding GST</b> |
|---------------|-------------|--|
| 1.            | Year 1      | No payment due during Moratorium Period                      |
| 2.            | Year 2      | No payment due during Moratorium Period                      |
| 3.            | Year 3      | 4,00,00,000  |
| 4.            | Year 4      | 4,40,00,000  |
| 5.            | Year 5      | 4,90,00,000  |
| 6.            | Year 6      | 5,40,00,000  |
| 7.            | Year 7      | 6,00,00,000  |
| 8.            | Year 8      | 6,60,00,000  |
| 9.            | Year 9      | 7,30,00,000  |
| 10.           | Year 10     | 8,10,00,000  |
| 11.           | Year 11     | 9,00,00,000  |
| 12.           | Year 12     | 9,90,00,000  |
| 13.           | Year 13     | 10,90,00,000   |
| 14.           | Year 14     | 12,00,00,000   |
| 15.           | Year 15     | 13,20,00,000   |
| 16.           | Year 16     | 14,60,00,000   |
| 17.           | Year 17     | 16,10,00,000   |
| 18.           | Year 18     | 17,80,00,000   |
| 19.           | Year 19     | 19,60,00,000   |
| 20.           | Year 20     | 21,60,00,000   |
| 21.           | Year 21     | 23,80,00,000   |
| 22.           | Year 22     | 26,20,00,000   |
| 23.           | Year 23     | 28,90,00,000   |
| 24.           | Year 24     | 31,80,00,000   |
| 25.           | Year 25     | 35,00,00,000   |

| <b>Sl. No</b> | <b>Year</b> | <b>Minimum Guaranteed Annual Payment (INR) excluding GST</b> |
|---------------|-------------|--|
| 26.           | Year 26     | 38,50,00,000   |
| 27.           | Year 27     | 42,40,00,000   |
| 28.           | Year 28     | 46,70,00,000   |
| 29.           | Year 29     | 51,40,00,000   |
| 30.           | Year 30     | 56,60,00,000   |
| 31.           | Year 31     | 62,30,00,000   |
| 32.           | Year 32     | 68,60,00,000   |

*Note: The Minimum Guaranteed Annual Payment increases by 10% each year, rounded up to the nearest 10 Lakh.*

**B. Net Revenue Share Payment Amount: \_\_\_\_% of the Net Revenue**

The Net Revenue Share Payment shall be paid by the Licensee to the Licensor for each year of the License Period. The Net Revenue Share Payment shall be paid in four quarterly instalments after the calculation of Net Revenue for each quarter.

*Net Revenue Share Payment for Quarter = Net Revenue Share Percentage x Net Revenue for Quarter*

## **Schedule 4: Performance Security**

*(PROFORMA OF BANK GUARANTEE)*

**THIS DEED OF GUARANTEE** executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

### **In favour of**

Jungle Lodges and Resorts Limited., represented by the Managing Director, having its office at \_\_\_\_\_, Bangalore - \_\_\_\_\_ (Pin code), hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

### **WHEREAS**

- A. By the License Agreement being entered into between the Licensor and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at \_\_\_\_\_ (the "License Agreement"), the Company has been granted the License to implement the project envisaging operations and maintenance of Lalitha Mahal Palace Hotel property.
- B. In terms of Article 4.1 of the License Agreement, the Company is required to furnish to the Licensor, an unconditional and irrevocable bank guarantee for an amount of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as security for due and punctual performance/ discharge of its obligations under the License Agreement, relating to achieving commercial operations of Lalitha Mahal Palace Hotel property, substantially in the format annexed as Schedule 4 to the License Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the License Agreement relating to achieving commercial operations of Lalitha Mahal Palace Hotel property.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the License Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called "the Licensee") of all its obligations relating to achieving commercial operations of Lalitha Mahal Palace Hotel property during the Agreement Period.
3. The Guarantor shall, without demur, pay to the Licensor sums not exceeding in aggregate INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), within five (5) calendar

days of receipt of a written demand from the Licensor stating that the Company has failed to meet its performance obligations under the License Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Licensee or validity of demand so made by the Licensor and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Licensee or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, the Licensor shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by the Licensor or any indulgence shown by the Licensor to the Licensee and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Licensor or any indulgence shown by the Licensor provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until<sup>1</sup>\_\_\_\_\_ unless discharged/ released earlier by the Licensor in accordance with the provisions of the License Agreement. The Guarantor's liability in aggregate be limited to a sum of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/ the Guarantor or any absorption, merger or amalgamation of the Licensee/ the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_
8. All claims under the guarantee shall be payable at \_\_\_\_\_. This guarantee will be returned to the Guarantor as soon as the purpose for which it is issued is fulfilled.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

By \_\_\_\_\_ Bank by the hand of Shri./Smt.  
\_\_\_\_\_ its \_\_\_\_\_ and authorised official.

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<sup>1</sup>As per the schedule at Article 4.1 of the License Agreement

**COPY OF PERFORMANCE SECURITY**

*To be Enclosed*

**Schedule 5: Format for Letter of Authorization**

*(To be given on the Licensor letterhead)*

**TO WHOMSOEVER IT MAY CONCERN**

This is to confirm that Lalitha Mahal Palace Hotel property has been handed over to \_\_\_\_\_ *(Name of Licensee)* pursuant to the Operation and License Agreement dated \_\_\_\_\_, entered into between the Jungle Lodges and Resorts Limited and \_\_\_\_\_ *(Name of Licensee)*.

In terms of the said Agreement, the Licensee is authorised to occupy the said Hotel and carry out all activities authorised by the said Agreement, and for that purpose, to apply for and obtain all approvals, licenses and permits, required in connection with operation of Lalitha Mahal Palace Hotel property, including reconstruction, or renovation, of the existing structures, and carry out operation and management of the said Hotel and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

Yours faithfully,

Managing Director

Jungle Lodges and Resorts Limited

## **Schedule 6: Guidelines on Measures**

The following are guidelines on measures to be taken by the Licensee during the tenancy of the Precautionary Notice. The Licensor shall indicate the specific measures, from the following list, to be observed at the time of issuing the Precautionary Notice:

- Details of Hotel Personnel and Hotel guests including name, address, check in & check out timings, passport details if any and other relevant details shall be recorded in a separate register for the purpose and copy of the same to be submitted to the Licensor on request.
- Vehicle Number and respective entry and exit timings to be recorded accurately.
- Licensee Personnel and Hotel Guests shall not carry any items indicated by the Licensor in Precautionary Notice to the Premises
- Capture photographs of all the hotel guests/ Licensee Personnel
- Hotel guests/Licensee Personnel would be subject to the following:
  1. X-Ray check of baggage.
  2. Pass via door type metal detector.
  3. Check via hand-held metal detector
- Any other reasonable measure indicated by the Licensor, including timing restrictions on entry, etc., for the purposes of safety and security of the Project Asset visitors.
- Capital and operating costs for the aforesaid devices shall be borne by Licensee. Security personnel/s for operations of the same shall be deployed by Licensee.

## **Schedule 7: Handback Guarantee**

*(PROFORMA OF BANK GUARANTEE)*

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

### **In favour of**

Jungle Lodges and Resorts Limited., represented by the Managing Director, having its office at \_\_\_\_\_, Bangalore - \_\_\_\_\_ (Pin code), hereinafter referred to as the “Licensor”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

### **WHEREAS**

- A. By the License Agreement being entered into between the Licensor and \_\_\_\_\_, a [company incorporated under provisions of the Companies Act, 1956 / partnership firm registered under the provisions of Indian Partnership Act, 1932 / limited liability partnership firm registered under the provisions of Limited Liability Partnership Act, 2008], having its registered office/ permanent address at \_\_\_\_\_ (the “License Agreement”), the Company has been granted the License to implement the project envisaging operations and maintenance of Lalitha Mahal Palace Hotel.
- B. In terms of Article 9 of the License Agreement, the Company is required to furnish to the Licensor, an unconditional and irrevocable bank guarantee for an amount of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (*Equal to the License Payment for the ninth year which is equivalent to the sum of Minimum Guaranteed Annual Payment and Net Revenue Share Payment for the ninth year of the Agreement Period*) as security for due and punctual performance/ discharge of its obligations under the License Agreement, relating to achieving commercial operations of Lalitha Mahal Palace Hotel, substantially in the format annexed as Schedule 7 to the License Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the License Agreement relating to achieving commercial operations of Lalitha Mahal Palace Hotel.

### **NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the License Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Licensee”) of all its obligations relating to handback of Project Assets/ Project facilities of Lalitha Mahal Palace Hotel under the License Agreement.
3. The Guarantor shall, without demur, pay to the Licensor sums not exceeding in aggregate INR \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) (*Equal to the License Payment for the ninth year which is equivalent to the sum of Minimum Guaranteed Annual Payment and Net Revenue Share Payment for the ninth year of the Agreement Period*), within ten



(10) calendar days of receipt of a written demand from the Licensor stating that the Company has failed to meet its performance obligations under the License Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Licensee or validity of demand so made by the Licensor and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Licensee or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, the Licensor shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by the Licensor or any indulgence shown by the Licensor to the Licensee and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Licensor or any indulgence shown by the Licensor provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until<sup>1</sup> \_\_\_\_\_ unless discharged/ released earlier by the Licensor in accordance with the provisions of the License Agreement. The Guarantor's liability in aggregate be limited to a sum of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). *(Equal to the License Payment for the ninth year which is equivalent to the sum of Minimum Guaranteed Annual Payment and Net Revenue Share Payment for the ninth year of the Agreement Period).*
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/ the Guarantor or any absorption, merger or amalgamation of the Licensee/ the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_
8. All claims under the guarantee shall be payable at \_\_\_\_\_. This guarantee will be returned to the Guarantor as soon as the purpose for which it is issued is fulfilled.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

**SIGNED AND DELIVERED**

By \_\_\_\_\_ Bank

by the hand of Shri./Smt. \_\_\_\_\_

its \_\_\_\_\_ and authorized official.

\_\_\_\_\_  
<sup>1</sup>30 months from the date of issue of the Handback Guarantee in accordance with Article 9.2(b) of the License Agreement



**Schedule 8: Terms of Reference of the RFP**

*As per the Terms of Reference of the RFP.*

**Schedule 9: Power of Attorney of the Authorized Signatory**

*To be enclosed*

**Schedule 10: Letter of Intent from Licensor**

*To be enclosed*

**Schedule 11: Letter of Acceptance from Licensee**

*To be enclosed*