

**JUNGLE LODGES AND RESORTS LIMITED**  
**INVITES**



**REQUEST FOR PROPOSAL (RFP NO.  
JLRL/2024-25/SE0017)**

**FOR  
SELECTION OF WELLNESS SERVICE PROVIDER  
FOR PROVIDING WELLNESS SERVICES AT  
KABINI RIVER LODGE**

**DATED 10<sup>th</sup> March 2025**

**Jungle Lodges and Resorts Limited  
Ground Floor, Khanija Bhavan,  
49 Racecourse Road, Bengaluru – 560 001  
Telephone: 080 4055 4055  
Email: [info@junglelodges.com](mailto:info@junglelodges.com)**

## **Disclaimer**

The information contained in this Request for Proposal document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

## **Table of Contents**

<b>DISCLAIMER</b> .....	<b>2</b>
<b>SECTION 1. LETTER OF INVITATION</b> .....	<b>5</b>
<b>SECTION 2. INFORMATION TO BIDDERS</b> .....	<b>7</b>
1. INTRODUCTION.....	7
2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENT.....	8
3. PREPARATION OF PROPOSAL.....	8
4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS .....	10
5. PROPOSAL EVALUATION.....	12
6. NEGOTIATIONS .....	12
7. AWARD OF CONTRACT .....	13
8. PERFORMANCE SECURITY .....	13
9. CONFIDENTIALITY .....	13
<b>DATA SHEET - INFORMATION TO BIDDER</b> .....	<b>14</b>
<b>SECTION 3. TECHNICAL PROPOSAL – STANDARD FORM</b> .....	<b>25</b>
3A. TECHNICAL PROPOSAL SUBMISSION FORM .....	26
3B. BIDDERS DETAILS.....	28
3C. TEAM COMPOSITION AND TASK ASSIGNMENTS.....	31
3D. FORMAT OF CURRICULUM VITAE OF PROPOSED KEY PROFESSIONAL STAFF .....	32
3E. UNDERTAKING FOR EXPERIENCE AND QUALIFICATION FOR PROVIDING WELLNESS SERVICES.....	34
3F. FINANCIAL CAPACITY OF THE BIDDER.....	36
3G. POWER OF ATTORNEY OF AUTHORISED SIGNATORY .....	37
3H. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT .....	38
3I. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT .....	39
3J. CHECKLIST FOR TECHNICAL FORMS .....	40
<b>SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS</b> .....	<b>41</b>
4A. FINANCIAL PROPOSAL SUBMISSION FORM .....	41
<b>SECTION 5. TERMS OF REFERENCE</b> .....	<b>43</b>
1. ABOUT JUNGLE LODGES AND RESORTS LIMITED .....	43
2. BACKGROUND .....	43
3. PROPOSED LOCATION FOR PROVIDING WELLNESS SERVICES .....	43
3.1. OVERVIEW OF JLR PROPERTY AT KABINI RIVER LODGE, MYSURU DISTRICT .....	43
3.2. FACILITIES PROVIDED FOR CARRYING OUT WELLNESS SERVICES AT KABINI RIVER LODGE –.....	44
3.3. PHOTOGRAPHS OF EXISTING FACILITIES FOR WELLNESS CENTRE.....	45
4. CONTRACT PERIOD .....	47
5. SCOPE OF SERVICES .....	47

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

5.1.	SPECIFICATIONS FOR WELLNESS CENTRE .....	47
5.2.	OPERATIONAL REQUIREMENTS FOR WELLNESS SERVICES .....	48
5.3.	PRICING AND REVENUE COLLECTION.....	50
5.4.	LIST OF FACILITIES TO BE PROVIDED BY THE CLIENT .....	51
5.5.	OBLIGATIONS OF THE SERVICE PROVIDER .....	51
5.6.	RESERVED RIGHTS AND OBLIGATIONS OF THE CLIENT.....	53
6.	REPORTING REQUIREMENTS: .....	53
6.1.	MONTHLY MEETING .....	53
6.2.	QUARTERLY REVIEW MEETING.....	54
6.3.	QUARTERLY PROGRESS REPORT .....	54
<b>SECTION 6. DRAFT CONTRACT FOR WELLNESS SERVICE PROVIDER FOR PROVIDING WELLNESS SERVICES AT KABINI RIVER LODGE.....</b>		<b>55</b>
I.	FORM OF CONTRACT .....	59
II.	GENERAL CONDITIONS OF CONTRACT .....	61
III.	SPECIAL CONDITIONS OF CONTRACT .....	73
IV.	APPENDICES .....	78

## **Section 1. Letter of Invitation**

1. Jungle Lodges and Resorts Limited (JLR) invites proposals for **Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge**. The objectives and details of the Services are provided in the attached Terms of Reference.
2. The Agencies will be selected under **Least Cost Selection (LCS)** and in line with the procedures described in this RFP.
3. The RFP includes the following documents –
  - Section 1 – Letter of Invitation
  - Section 2 – Information to Bidders
  - Section 3 – Technical Proposals – Standard Forms
  - Section 4 – Financial Proposals – Standard Forms
  - Section 5 – Terms of Reference
  - Section 6 – Standard Form of Contract

Sd/-

Tender Inviting Authority  
Jungle Lodges and Resorts Limited  
Bengaluru, Karnataka

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

RFPNo.:JLRL/2024-25/SE0017

Date: 10<sup>th</sup> March 2025

Through Karnataka Public Procurement Portal Only

**SELECTION OF WELLNESS SERVICE PROVIDER FOR PROVIDING WELLNESS SERVICES  
AT KABINI RIVER LODGE**

Jungle Lodges and Resorts Limited (JLR) intends to **select a Wellness Service Provider for providing wellness services at Kabini River Lodge**, in line with the scope of services as envisaged in the Terms of Reference of this RFP document through the Government of Karnataka's Karnataka Public Procurement Portal (<https://kppp.karnataka.gov.in/>).

Interested Bidders may submit their Request for Proposals (RFP) for providing the services for JLR and Earnest Money Deposit electronically through the Karnataka Public Procurement Portal platform of GoK at <https://kppp.karnataka.gov.in/>. The following shall be the calendar of events for tendering:

Sl. No.	Event Description	Date
1	Date of Pre-bid Meeting*	19 <sup>th</sup> March 2025, 12:00 Hrs
2	Last date for receiving queries/clarifications	19 <sup>th</sup> March 2025, 15:00 Hrs
3	Last date for submitting proposals	27 <sup>th</sup> March 2025, 15:00 Hrs
4	Opening of Technical Proposal	28 <sup>th</sup> March 2025, 15:30 Hrs
5	Presentation on Technical Proposal	To be notified to qualified bidders
6	Opening of Financial Proposal	To be notified to qualified bidders
7	Earnest Money Deposit	<b>INR 30,000/- (Rupees Thirty Thousand only)</b>

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

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

Sd/-

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 from amongst the Bidders who submit a complete Technical and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Bidder under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4. The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidders are encouraged to pay a visit to the Client before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to schedule a site visit if required and obtain additional information on the pre-proposal conference
- 1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.
- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. Government of Karnataka (GoK) expects Bidders to provide professional, objective, and impartial advice and at all times hold the Client's 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 hired under the circumstances set forth below:
    - a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
    - b. Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the bidder.
  - 1.7.2. As pointed out in para. 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the 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.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

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

**2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENT**

- 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 website of Govt. of Karnataka (<https://kppp.karnataka.gov.in/>).
- 2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded on the Karnataka Public Procurement Portal website and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

**3. PREPARATION OF PROPOSAL**

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

**TECHNICAL PROPOSAL**

- 3.2. In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Bidders must give particular attention to the following:
- a. If a Bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with an individual consultant(s) and/or other consultant or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other Bidder invited for this Assignment only with the approval of the Client

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

as indicated in the Data Sheet. Bidders must obtain the approval of the client to enter into a Joint Venture with Bidders not invited for this assignment.

- b. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.
- c. It is desirable that the majority of the key professional staff proposed to be permanent employees of the firm or have an extended and stable working relationship with it.
- d. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
- e. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- f. Reports to be issued by the 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.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A)
- ii. A brief description of the bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.
- iii. 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 3C).
- iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Bidder should submit this document at the time of the technical presentation.
- v. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include a number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- vii. Power of Attorney of the Authorized Signatory (Section 3G)
- viii. Details of the Bidder (Section 3H)
- ix. Auditor Certificate for the Bidder's Experience (Section 3I)
- x. Certificate of Financial capacity of the Bidder from statutory auditor in the prescribed format (Section 3J)
- xi. Undertaking for the Bidder's experience in Digital Marketing (Section 3K)
- xii. 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

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

(Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) costs for the various services to be provided under this assignment. If appropriate, these costs should be broken down by activity.

- 3.7. Bidder shall express the price of their services as per the information provided in Data Sheet.
- 3.8. 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 department in the Terms of Reference, including the all applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.
- 3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

#### **4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

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

#### **4.4. EARNEST MONEY DEPOSIT**

- 4.4.1. Bidders are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid
- 4.4.2. Bidders can pay the EMD in the Karnataka Public Procurement Portal using any of the following payment modes:
  - Credit Card
  - Direct Debit
  - National Electronic Fund Transfer (NEFT)
  - Over the Counter (OTC)
- 4.4.3. The Bidder's bid will be evaluated only on confirmation of receipt of the payment of EMD in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the Bidder taking into account the following conditions:
  1. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
  2. The entire EMD amount for a particular tender has to be paid in a single transaction. It is the responsibility of Bidders to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of Karnataka Public Procurement Portal, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in Karnataka Public Procurement Portal.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

3. For the details on e-Payment services refer to Karnataka Public Procurement Portal for more details on the process.
- 4.5. The completed proposal comprising documents indicated in Clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the RFP document
- 4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.
- 4.7. An authorized representative of the Bidder shall digitally sign the Proposal in Karnataka Public Procurement Portal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.8. The Bidder shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka's Karnataka Public Procurement Portal.
- 4.9. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on Karnataka Public Procurement Portal.
- 4.10. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.
- 4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through Karnataka Public Procurement Portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.
- 4.12. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.
- 4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the tender schedule notified on the Karnataka Public Procurement Portal. The Financial Proposal of the successful Bidders only will be opened after completion of technical proposal evaluation.

**4.14. REFUND OF EMD**

- 4.14.1. 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 system.
- 4.14.2. The Earnest Money Deposit of unsuccessful Bidders will be returned after the award of the proposal to the successful Bidder.
- 4.14.3. The Earnest Money Deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Contract.
- 4.14.4. The Earnest Money Deposit may be forfeited:
  - a. if the Bidder withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity;
  - b. if the Bidder does not accept the correction of the Contract Price; or
  - c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i. furnish the required Security deposit; or
    - ii. sign the draft Contract with the Client; or
    - iii. sign and return the duplicate copy of the Letter of Acceptance; or
  - d. In case of the Bidder submitting false / fake documents such as annual financial turnover, work done certificate etc., relevant to the proposal.

## **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 authority is obtained

### **EVALUATION OF TECHNICAL PROPOSALS**

- 5.3. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (*St*). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet

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

- 5.4. After the evaluation of quality is completed, the Client shall notify those Bidders whose proposals did not meet the minimum qualifying mark 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 secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, electronic mail or via the Karnataka Public Procurement Portal.
- 5.5. The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6. 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.
- 5.7. The Client shall select lowest proposal as per the process specified in the Data Sheet. The selected Bidder will be invited for negotiations.

## **6. NEGOTIATIONS**

- 6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the 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.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

- 6.4. Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Bidder may be disqualified.
- 6.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract. If negotiations fail, the Client shall cancel the tender process and re-invite the bids.

## **7. AWARD OF CONTRACT**

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

## **8. PERFORMANCE SECURITY**

- 8.1. Within 7 working 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 Appendix F; or.
  - iii. Fixed Deposit Receipts (FDR) Pledged in the name of the Client
- 8.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.
- 8.3. The Performance Security shall be furnished from any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.
- 8.4. Failure of the Selected Bidder to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to 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 Bidder has been notified that it has been awarded the contract.

**DATA SHEET - INFORMATION TO BIDDER**

Sl. No.	Section	Title	Details
1.	1.1	Name of Client	Jungle Lodges and Resorts Ltd.
2.	1.1	The Method of Selection is	Least Cost Selection (LCS)
3.	1.2	A Financial Proposals is requested:	Yes
4.	1.2	Name and Description of Assignment	<p><b>Name of the Assignment:</b> <i>Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge.</i></p> <p><b>Brief Description of the Assignment:</b></p> <p>JLR intends to select a Wellness Service Provider for Providing Wellness Services at Kabini River Lodge as envisaged in the Terms of Reference of this RFP document.</p> <p>The Bidder shall submit their Bids to provide the wellness services at Kabini River Lodge, Mysore District.</p> <p>The Contract will be for a period of <b>24 months</b> commencing from the Effective Date. The Contract may be <b>renewed</b> for a further period of <b>12 months</b> or for a lesser period at the sole discretion of JLR after a performance review.</p> <p>The details of the assignment and the scope of work are given in Section 5. Terms of Reference of this RFP.</p>
5.	1.3	The Assignment is phased	No
6.	1.4	Project Site / Location	Kabini River Lodge; Nissana Beltur Post, HD Kote Taluk, Karapura, around Mysore - 571 114
7.	1.4	Official to Contact for Site Visit	<p>Senior General Manager Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: +91 9449599766 080 4055 4055</p> <p>Email: <a href="mailto:yuvaraj@junglelodges.com">yuvaraj@junglelodges.com</a> with a cc marked to <a href="mailto:exedir@junglelodges.co">exedir@junglelodges.co</a>; <a href="mailto:info@junglelodges.com">info@junglelodges.com</a></p>
8.	1.4	Pre-bid time and date	<p>A Pre-bid conference will be held: Yes</p> <p>Time &amp; Date as notified in the RFP and as notified in the Government of Karnataka's, Karnataka Public Procurement Portal</p>

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Section	Title	Details
9.	1.4	Pre-proposal conference venue	Jungle Lodges and Resorts Limited (JLR) Ground Floor, West Wing, Khanija Bhavan, 49 Racecourse Road, Bangalore – 560001 Phone: 080 4055 4055  If Bidder seeks to participate through video conferencing, the details regarding the video conferencing shall be communicated by e-mail. For any further clarification, kindly reach  Senior General Manager Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: +91 9449599766 080 4055 4055 Email: <a href="mailto:yuvaraj@junglelodges.com">yuvaraj@junglelodges.com</a> with a cc marked to <a href="mailto:exedir@junglelodges.com">exedir@junglelodges.com</a> ; <a href="mailto:info@junglelodges.com">info@junglelodges.com</a>
10.	1.5	The Client will provide the following inputs:	As per Terms of Reference
11.	1.7.2	The client envisages the need for continuity in downstream work	No
12.	1.8	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
13.	2.1	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portal through email.  Email to be sent at <a href="mailto:yuvaraj@junglelodges.com">yuvaraj@junglelodges.com</a> with the subject line <b>“Queries concerning Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge”</b>
14.	3.1	Language of the Proposal	English
15.	3.3 a	Bidder may associate with other participating bidders	No. Joint Venture or Consortium is not permitted for this assignment.
16.	3.3 b	The estimated number of key and sub key professional staff months required for the assignment is:	As per Terms of Reference.
17.	3.3 d	The minimum qualification and experience required for the proposed key and sub key professional staff	As per Terms of Reference.
18.	3.3 f	Language of reports	English

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Section	Title	Details
19.	3.4 xi	Additional Information in the Technical Proposal includes	Not Applicable
20.	3.7	Price of Services	<p>The Bidder shall express the price of their services as a <b>Revenue Share percentage, inclusive of all applicable taxes, duties and cess</b>. The Financial Proposal should not include any conditions attached to it and any such conditional proposal shall be rejected.</p> <p>The Revenue Share percentage is the percentage of Net Revenue (Gross Revenue less Deductions) that the <b>Client shall pay to the successful Bidder</b> for the successful operation of providing wellness services at the <b>Kabini River Lodge</b> under the scope of this assignment during the tenure of the contract. Kindly refer GC 1.1 of Section 6 for the definitions of Gross Revenue and Deductions.</p> <p><i>For illustration,</i>  <i>Assume the Bidder has quoted 5.00% (Five-point Zero percentage) as the Revenue Share percentage. The Net Revenue for the successful operation of activities under this Contract is INR 20 Lakh. Hence, the Client shall pay INR 1 Lakh as the Revenue Share amount to the Bidder.</i></p> <p>The Client shall be responsible for collection of fees / usage charges from customers who intend to undertake Wellness services and shall provide tickets / vouchers to the customers after payments. The selected Bidder shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.</p> <p>The accepted Financial Proposal shall be applicable for the entire duration of the Contract. No escalation in these costs shall be allowed during the Contract Period without significant variation in scope of work or additional activities.</p> <p>Any escalation in costs or modification in scope of work shall be as per the provisions of the Contract.</p>
21.	3.8	Price Offer	<p>The Bidder shall submit the <b>Net Revenue Share percentage</b> that the Client shall pay to the Selected Wellness Service Provider for the successful operation of Wellness Services at the Project Site. as the price offer as per <b>Form 4A</b> for all the services sought by the Client in the Terms of Reference during the tenure of the contact.</p> <p><b>The Net Revenue Share percentage should be entered as a percentage up to two decimal places.</b></p>

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Section	Title	Details
			The Technical Proposal should not have any information pertaining to the Financial Proposal / Price offer except where specifically asked for, otherwise this shall lead to rejection of the submitted bid.
22.	3.9	Validity of Proposal	180 days from submission of Proposal
23.	4.12	Last Date and time for submission of proposal	As notified in the Government of Karnataka's Karnataka Public Procurement Portal
24.	5.1	The address to send information to the Client is:	Senior General Manager Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: +91 9449599766 080 4055 4055 Email: <a href="mailto:yuvaraj@junglelodges.com">yuvaraj@junglelodges.com</a> with a cc marked to <a href="mailto:exedir@junglelodges.com">exedir@junglelodges.com</a> ; <a href="mailto:info@junglelodges.com">info@junglelodges.com</a>
25.	5.3	Evaluation Criteria for Technical Proposal	As detailed below

**5.3.1. The Technical bids of only the firms satisfying the following pre-qualification criteria will be evaluated:**

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted <i>(all documents must be submitted unless specified otherwise)</i>
1.	<b>Legal Entity</b> The Bidder should be a company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto or a Partnership Firm under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008 with a registered office and operations in India or a Sole Proprietorship registered under the relevant Shops and Establishment Act with a registered office and operations in India.	<ul style="list-style-type: none"> <li>• If the Bidder is a company – <ul style="list-style-type: none"> <li>○ Copy of Certificate of Incorporation</li> </ul> </li> <li>• If the Bidder is a partnership firm or a limited liability partnership – <ul style="list-style-type: none"> <li>○ Copy of Registration Certificate</li> <li>○ Copy of Partnership Deed</li> </ul> </li> <li>• If the Bidder is a limited liability partnership – <ul style="list-style-type: none"> <li>○ Copy of LLP Registration Certificate</li> </ul> </li> <li>• If the Bidder is a Proprietorship – <ul style="list-style-type: none"> <li>○ Copy of registration documents under applicable Shops and Establishment Act</li> </ul> </li> <li>• All the Bidders should submit self-attested copies of the following supporting documents – <ul style="list-style-type: none"> <li>○ Self-attested copy of PAN card</li> <li>○ Self-attested copy of GST registration</li> <li>○ IT returns for the last completed financial year (FY2023-24 i.e., AY 2024-25)</li> </ul> </li> </ul>
2.	<b>Years of Experience:</b>	<ul style="list-style-type: none"> <li>• Details of the Bidder (<b>Form 3B</b>)</li> </ul>

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents must be submitted unless specified otherwise)
	<p>The Bidder should have at least 5 years of experience in providing wellness services as on date of notice inviting tender.</p> <p><b>Note:</b> “Wellness Service” are service that are offered with the aim of maintaining and improving one’s holistic health and may include spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies.</p>	<ul style="list-style-type: none"> <li>• Undertaking for Experience and Qualification for Providing Wellness Services (<b>Form 3E</b>)</li> </ul>
<p><b>3.</b></p>	<p><b>Average Annual Turnover:</b> The Bidder should have had a minimum average annual turnover of INR 15 Lakh (Rupees Fifteen Lakh) in any 3 (three) of the last 5 (Five) completed financial years (i.e., 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 a Statutory Auditor showing the turnover of the company for the last 5 (five) Financial Years (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24) in the format available (<b>Form 3F</b>)</li> <li>• Copy of the Audited Profit &amp; Loss Statements for the last 5 (five) completed Financial Years (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24) duly certified by Statutory Auditor of the Bidder.</li> </ul>
<p><b>4.</b></p>	<p><b>Experience of Undertaking Assignments for Wellness Services:</b> The Bidder should have experience of undertaking at least 1 (one) similar assignment where they provided / undertaken wellness services in the last 5 years preceding the proposal due date.</p> <p><b>Note:</b> “Wellness Service” are service that are offered with the aim of maintaining and improving one’s holistic health and may include spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies.</p> <p>The supporting documents for the assignment for assessment of eligibility must clearly indicate the location where the assignment was undertaken, and that operation of a wellness service centre was a part of the assignment.</p>	<ul style="list-style-type: none"> <li>• Bidder’s Details at <b>Section 3B</b> duly filled in by the Bidder.</li> <li>• A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as undertaking proof for the respective assignment – <ul style="list-style-type: none"> <li>○ Work Order</li> <li>○ Agreement</li> <li>○ Contract</li> <li>○ Completion Certificate</li> <li>○ Certificate of Satisfactory Performance</li> </ul> </li> </ul>
<p><b>5.</b></p>	<p><b>Certification / Accreditation of the Bidder;</b> The Bidder should be a licensed / certified / accredited entity, permitted under the applicable law to provide wellness service in Karnataka</p>	<ul style="list-style-type: none"> <li>• The Bidder should submit self-attested copy of the following <ul style="list-style-type: none"> <li>○ Certificate of Registration in the name of the Bidder issued by Karnataka Private Medical Establishment Authority or Department of AYUSH,</li> </ul> </li> </ul>

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents must be submitted unless specified otherwise)
		<p>Government of Karnataka or any other similar competent authority within India</p> <ul style="list-style-type: none"> <li>○ The Certificate of Registration should be valid as on the time of the submission of the proposal under the RFP.</li> <li>● Self-attested copy of Trade License issued by the relevant Local Body</li> <li>● Undertaking for Experience and Qualification for Providing Wellness Services (<b>Form 3E</b>)</li> </ul>
<p><b>6. Qualified Doctor associated with the Bidder:</b> The Bidder shall have at least 1 (one) qualified Doctor who is certified to practice Ayurvedic System of Medicine.</p> <p>The qualification requirement for the Doctor is as follows –</p> <ul style="list-style-type: none"> <li>○ Minimum Qualification: BAMS (Bachelor of Ayurveda Medical and Surgery) from a government approved institute</li> <li>○ Desirable Qualification: MD (Ayurveda) or MS (Ayurveda) from a government approved institute</li> <li>○ Registration with the Karnataka Ayurvedic &amp; Unani Practitioners Board, Government of Karnataka or any other similar competent authority within India</li> </ul> <p><b>Note:</b> <i>The qualified Doctor should have an extended and stable working relationship with the Bidder. The Bidder is required to relevant documents to confirm the nature of association with the Doctor.</i></p>		<ul style="list-style-type: none"> <li>● Self-attested copy of BAMS (Bachelor of Ayurveda Medical and Surgery) / MD (Ayurveda) or MS (Ayurveda) from a government approved institute</li> <li>● Self-attested copy of Registration Certificate issued by The Karnataka Ayurvedic &amp; Unani Practitioners Board, Government of Karnataka or any other similar competent authority within India, certifying that the that person is qualified to practice Ayurvedic System of Medicine</li> <li>● Undertaking for Experience and Qualification for Providing Wellness Services (<b>Form 3E</b>)</li> <li>● Submit self-attested relevant documents to confirm the nature of association of the Bidder with the Doctor.</li> </ul>
<p><b>7. Qualified Manpower:</b> The Bidder shall form a multi-disciplinary team with the requisite qualified manpower for undertaking this assignment. The Team should be certified to provide Wellness services as per the rules and regulation set by Karnataka Private Medical Establishment Authority or similar competent authority within India.</p> <p><b>Note:</b> <i>The Bidder should have qualified manpower, having an extended and stable working relationship with the Bidder. The bidder will be required to showcase relevant documents to confirm the nature of association with the with</i></p>		<ul style="list-style-type: none"> <li>● The team of providers should be well trained and should hold relevant certifications and qualifications from competent authorities.</li> <li>○ Submit self-attested copy of valid Registration Certificate issued by The Karnataka Ayurvedic &amp; Unani Practitioners Board, Government of Karnataka in the name of the manpower resource practicing Ayurvedic System of Medicine or any other relevant certificate required by the Government of Karnataka</li> </ul>

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents must be submitted unless specified otherwise)
	<i>the Bidder at any point of time during the bid process.</i>	<ul style="list-style-type: none"> <li>• For Massage Treatment, the team should comprise of at least one male masseur and one female masseur               <ul style="list-style-type: none"> <li>○ Submit self-attested copy of relevant certifications and qualifications from competent authorities as per the applicable law</li> </ul> </li> <li>• Undertaking for Experience and Qualification for Providing Wellness Services at Section 3 (<b>Form 3E</b>)</li> <li>• Team Composition and Task Assignments at Section 3 (<b>Form 3C</b>)</li> <li>• Submission of CV of each of the team member (<b>Form 3D</b>)</li> <li>• Submit self-attested relevant documents to confirm the nature of association of the Bidder with the proposed team members.</li> </ul>
<b>8.</b>	<b>Not Blacklisted/ Barred:</b> The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.	Technical Proposal submission Form as provided in the Section 3 ( <b>Form 3A</b> )
<b>9.</b>	<b>Power of Attorney of Authorized Signatory:</b> 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.	<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 the Authorized Signatory (Suggested format at <b>Form 3G</b>)</li> </ul>
<b>10</b>	<b>Office in Karnataka:</b> The Bidder should have a full-fledged establishment in India and an office in Karnataka. If the Bidder does not have an office in Karnataka, they shall set up an office in Karnataka within 6 (six) months from the signing of the Contract for the purpose of the assignment at their own cost	<ul style="list-style-type: none"> <li>• Copy of any of the following documents as address proof for the office               <ul style="list-style-type: none"> <li>○ Copy of GST registration in Karnataka</li> <li>○ Copy of latest utility bill (electricity, water) in name of Bidder</li> <li>○ Copy of lease agreement of the Bidders office in name of Bidder</li> </ul> </li> <li>• <b>Form 3A</b> Technical Proposal Submission Form as provided in the Annexures</li> <li>• <b>Form 3B</b> Bidder's Details</li> </ul>

**NOTE:**

1. The Client reserves the right to request any further supporting documents from the Bidder prior to the signing of the Contract.
2. 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 Bidder.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

**5.3.2. The number of points to be given under each of the evaluation criteria are:**

The Bidder shall be evaluated according to the below mentioned parameters –

Sl. No.	Criteria	Marks
1.	Experience of the Bidder as an Independent Firm	60 marks
2.	Approach and Methodology	40 marks
<b>TOTAL</b>		<b>100 marks</b>

Details of the evaluation criteria are as follows –

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
<b>Experience of the Bidder as an Independent Firm</b>			
1.	<p><b>Average Annual Turnover:</b> The Bidder should have had a minimum average annual turnover of INR 15 Lakh (Rupees Fifteen Lakh) in any 3 (three) of the last 5 (Five) completed financial years (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24)</p> <ul style="list-style-type: none"> <li>• For average annual turnover of at least INR 15 (Fifteen) Lakh and up to INR 20 (Twenty) Lakh in any 3 (three) of the last 5 (five) completed FYs (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24)– <b>14 marks</b></li> <li>• For average annual turnover of at least INR 20 (twenty) Lakh and up to INR 50 (fifty) Lakh in any 3 (three) of the last 5 (five) completed FYs (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24) – <b>17 marks</b></li> <li>• For average annual turnover of above INR 20 (twenty) Lakh in any 3 (three) of the last 5 (five) completed FYs(i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24) – <b>20 marks</b></li> </ul>	<b>20 marks</b>	<ul style="list-style-type: none"> <li>• Certificate from a Statutory Auditor showing the turnover of the Bidder for the last three Financial Years (i.e., FY 2017-18, FY 2018-19 and FY 2019-20) in the format available in <b>Section 3F</b></li> </ul>

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Maximum Marks</b>	<b>Documents to be submitted (all documents to be submitted unless indicated otherwise)</b>
<b>2.</b>	<p><b>Overall Experience:</b> The Bidder should have experience of undertaking at least 1 (one) similar assignment where they provided / undertaken wellness services in the last 5 years preceding the proposal due date.</p> <p><b>Note:</b> “Wellness Service” are service that are offered with the aim of maintaining and improving one’s holistic health and may include spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies.</p> <ul style="list-style-type: none"> <li>• For at least one such assignment in the last 5 years – <b>20 marks</b></li> <li>• For 2 (two) such assignments in the last 5 years – <b>25 marks</b></li> <li>• For 3 (three) such assignments in the last 5 years – <b>30 marks</b></li> <li>• For 4 (four) such assignments in the last 5 years – <b>35 marks</b></li> <li>• For 5 (five) or more such assignments – <b>40 marks</b></li> </ul> <p>The supporting documents for the assignment for assessment of eligibility must clearly indicate the location where the assignment was undertaken, and that operation of a wellness service centre was a part of the assignment.</p>	<b>40 marks</b>	<ul style="list-style-type: none"> <li>• Bidder’s Details at <b>Section 3B</b> duly filled in by the Bidder.</li> <li>• A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as undertaking proof for the respective assignment – <ul style="list-style-type: none"> <li>○ Work Order</li> <li>○ Agreement</li> <li>○ Contract</li> <li>○ Completion Certificate</li> <li>○ Certificate of Satisfactory Performance</li> </ul> </li> </ul>
<b>Sub-Total</b>		<b>60 marks</b>	
<b>Approach &amp; Methodology</b>			
<b>1.</b>	<p><b>Experience in Providing Wellness Services:</b> The Bidder shall briefly present their experience wherein they have provided wellness and similar services. The Bidder should also highlight the experienced staff from previous projects / assignments</p>	<b>10 marks</b>	The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under this criteria to the Evaluation Committee formed by the Client. The proposed Project Manager along with key resources should be present in-person during the presentation.
<b>2.</b>	<b>Feasibility Assessment:</b>	<b>5 marks</b>	

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Maximum Marks</b>	<b>Documents to be submitted (all documents to be submitted unless indicated otherwise)</b>
	The Bidder shall have carried out a feasibility assessment for the project site and shall present their findings to the Client including the list of wellness activities and Wellness Services proposed to be undertaken. Bidders should refer to the Terms of Reference for the minimum list of activities to be undertaken.		The Presentation is not required to be submitted at the time of submission of the Technical Proposal on the Karnataka Public Procurement Portal. It must be presented to the Evaluation Committee as notified by the Client. A soft copy and three hard copies of the presentation and any associated supporting documents are to be submitted along with a covering letter to the Evaluation Committee at the time of Technical Presentation
<b>3.</b>	<p><b>Approach and Methodology:</b> The Bidder shall present on their understanding of the objectives of the assignment and the Client's requirements. Further, the Bidder shall provide their approach and methodology for undertaking the assignment including their concept plan, operations plan and growth plan with timelines for the overall assignment as well as for each activity.</p> <p>The Bidder shall present their understanding of the technical / business risks and challenges anticipated for the assignment and their proposed risk mitigation plan for such risks / challenges The Bidder shall also describe the safety practices to be followed for undertaking each activity.</p> <p>In addition, the Bidder shall also propose KPIs and success metrics to assess successful execution of the assignment.</p>	<b>15 marks</b>	
<b>4.</b>	<p><b>Innovative Ideas and Suggestions</b> The Bidder shall present innovative ideas / suggestions that they plan to execute to enhance the tourist experience during the assignment.</p>	<b>5 marks</b>	
<b>5.</b>	<p><b>Resource Deployment Plan:</b> The Bidder shall describe their proposed team structure, availability of key personnel and qualified manpower and plan for deployment of resources for the</p>	<b>5 marks</b>	

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
	successful execution of the assignment. Additionally, the Bidder shall present the relevant qualifications and work experience of the key managerial / technical staff.		
<b>Sub Total</b>		<b>40 marks</b>	
<b>Total Marks (Maximum Possible)</b>			<b>100 marks</b>

**Note:**

1. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project.
2. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the Contract.

Sl. No.	Section	Title	Details
29.	5.4	Minimum technical score	The Bidder must <b>achieve a minimum of 60 marks overall</b> for it to be eligible for opening of the Financial Proposal.
30.	5.7	Ranking of the Bidders	The Bidder quoting the <u>Lowest Revenue Share percentage</u> shall be selected.  In case of a tie of Financial Proposals, preference will be given to the Bidder with higher average annual turnover for (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24)
31.	6.1	Address for negotiation	Jungle Lodges and Resorts Limited (JLR), Ground Floor, Khanija Bhavan West Wing, 49 Racecourse Road, Bangalore – 560001, Karnataka  Phone: 080 4055 4055
32.	7.2	The assignment is expected to commence on [Month, Year] at [Location]	Tentative Date: Within 15 days of the signing of the Contract at JLR's Kabini River Lodge
33.	8.1	<b>Performance Security</b>	<b>INR 2,00,000/- (Rupees Two Lakh only)</b>

**Section 3. Technical Proposal – Standard Form**

- 3A. Technical Proposal Submission Form
- 3B. Bidder's Details
- 3C. Team Composition and Task Assignments
- 3D. Format of Curriculum Vitae of proposed key professional staff
- 3E. Undertaking for Experience and Qualification for Providing Wellness Services
- 3F. Financial Capacity of the Bidder
- 3G. Power of Attorney of Authorised Signatory
- 3H. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3I. Description of the methodology and work plan for performing the assignment.
- 3J. Checklist for Technical Forms

**3A. Technical Proposal Submission Form**

*(On the Letterhead of the Bidder)*

[Location, Date]

FROM:

(Name of the Bidder)

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

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

Dear Sir:

**Subject: Proposal for “Selection of Wellness Service Providers for Providing Wellness Services at Kabini River Lodge”**

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as indent no :..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Government of Karnataka’s Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **“Selection of Wellness Service Providers for Providing Wellness Services at Kabini River Lodge.”**

We hereby undertake as follows:

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

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

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

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

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

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

Address:

### **3B. Bidders Details**

#### **A. Details of the Bidder**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Details</b>
<b>a.</b>	Name of Company/Firm/Proprietorship	
<b>b.</b>	Country of Incorporation	
<b>c.</b>	Date of Incorporation and/or Commencement of Business	
<b>d.</b>	Number of years of experience relevant to this assignment	
<b>e.</b>	Brief description of applying entity including details of its main lines of business and proposed roles and responsibilities in this Project	
<b>f.</b>	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
<b>g.</b>	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
<b>h.</b>	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
<b>i.</b>	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
<b>j.</b>	Nature of Business	(such as Govt. Organization/Undertaking, Public/Private Ltd. Co., Partnership Firm, Proprietorship HUF, etc.)
<b>k.</b>	Company or Firm registration details along with the supporting documents as specified in RFP	
<b>l.</b>	PAN Card Number. Self-attested copy to be enclosed.	Number: Enclosed: [ ] Yes [ ] No

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

m.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: [ ] Yes [ ] No					
n.	Copy of IT Returns for the last completed financial year (FY 2018-19)	Enclosed: [ ] Yes [ ] No					
o.	Financial Eligibility of the Bidder	<b>Financial Year</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
		<b>Turnover in INR Lakh</b>					
p.	Certification / Accreditation of the Bidder	<p>Certificate of Registration issued by Karnataka Private Medical Establishment Authority in the name of the Bidder or Department of AYUSH, Government of Karnataka or any other similar competent authority within India</p> <p><b>Certificate of Registration Number:</b> <b>Validity Period:</b> Enclosed: [ ] Yes [ ] No</p> <p>Details of the Trade License issued by the relevant local body</p> <p><b>License Number:</b> <b>Validity Period:</b> Enclosed: [ ] Yes [ ] No</p>					

**B. Summary of Experience**

Using the format below, the Bidder shall provide a summary of their work experience with providing wellness services in the last **5 (five) years** –

Sl. No.	Name of Client	Name of Assignment	Client Reference (Name, Designation, Phone/Email)	Value of Assignment (In Rs lakhs)	Location	Start Date (Month, Year)	End Date (Month, Year)
1.							
2.							
3.							
4.							
5.							

**C. Details of Experience**

Using the format below, provide information on each reference assignment listed in *B. Summary of Experience* for which your Firm / Entity, either as a single firm as a corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant supporting documents for each reference assignment.

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	<b>Name of Assignment</b>	
2.	<b>Name of Client</b>	
3.	<b>Location of Client</b>	
4.	<b>Contact Person for Client</b>	<i>Name: Designation: Phone: Email:</i>
5.	<b>Duration of Assignment</b>	<i>Start Date: End Date:</i>
6.	<b>Value of Assignment (Contract Value or Payments Received)</b>	
7.	<b>Objectives of the Assignment</b>	
8.	<b>Description of Wellness Services Provided</b>	
9.	<b>Key Personnel / Senior Staff involved for Assignment</b>	
10.	<b>Name and Role of Associated Agencies / Operators, if any</b>	
11.	<b>Brief Description of Results Achieved during Assignment</b>	
12.	<b>Supporting Documents for the Assignment</b>	<i>Type of Document: Work Order / Agreement / Contract / Completion Certificate / Certificate of Satisfactory Performance Date of Issue of Document: Enclosed: [ ] Yes [ ] No</i>

**Authorised Signatory:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Note:**

1. A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as undertaking proof for the respective assignment –
  1. Work Order
  2. Agreement
  3. Contract
  4. Completion Certificate
  5. Certificate of Satisfactory Performance
2. For Projects where the Bidder has worked as a member of a consortium, the Bidder shall furnish documents to substantiate the role of the firm in the project.
3. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the Contract.

### **3C. Team Composition and Task Assignments**

**Bidder's Name:** \_\_\_\_\_

#### **1. Managerial/Technical Staff**

<b>Sl. No.</b>	<b>Name</b>	<b>Position</b>	<b>Tasks</b>	<b>Relevant Certification</b>	<b>Certificate Issuing Authority</b>	<b>Relevant Qualifications</b>
1						
3						
4						

#### **2. Support Staff**

<b>Sl. No.</b>	<b>Name</b>	<b>Position</b>	<b>Tasks</b>	<b>Relevant Certification</b>	<b>Certificate Issuing Authority</b>	<b>Relevant Qualifications</b>
1						
2						
3						
4						

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

**3D. Format of Curriculum Vitae of proposed key professional staff**

Name of Bidder : \_\_\_\_\_

Proposed Position: \_\_\_\_\_

*(Only one candidate to be nominated for each position)*

Name of Staff: \_\_\_\_\_

*(Please provide full name)*

Profession/Designation/ \_\_\_\_\_

Licence / Certificate Details : \_\_\_\_\_

Date of Birth (dd/mm/yyyy): \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ years \_\_\_\_\_ months

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Languages:** *[For each language skill indicate proficiency as excellent, good, fair or poor in speaking, reading and writing]*

Sl. No.	Language	Speaking	Reading	Writing
1	Kannada			
2	English			
3	Hindi			
4	Others (please specify)			

**Education:** *[Summarize college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained]*

Sl. No.	Start Date	End Date	School/ College	University	Location	Degree Obtained
1						
2						

**Technical Qualification for Providing Wellness Services:** *[Summarize technical, giving names of institutions, dates attended, and qualification obtained]*

Sl. No.	Start Date	End Date	Institute	Location	Qualification Obtained	Certification / License	Validity of Certification / Qualification
1							
2							

*(Necessary supporting documents to be enclosed with Proposal)*

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

**Employment Record:** *[Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisation, titles of positions]*

Sl. No.	Start Date	End Date	Employing Organisation	Location	Position
1					
2					
3					

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

Sl. No.	Start Date	End Date	Location	Experience or Training <i>(pertinent to current Assignment)</i>
1				
2				
3				

**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of staff member)

Full Name of Staff Member: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of authorised representative of the Bidder)

Full Name of Authorized Representative: \_\_\_\_\_

### **3E. Undertaking for Experience and Qualification for Providing Wellness Services**

*(On the Letterhead of the Bidder)*

[Location, Date]

TO:

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

Dear Sir,

**Subject: RFP for “Selection of Wellness Service Providers for Providing Wellness Services at Kabini River Lodge” – Undertaking regarding experience and qualification for providing Wellness Services**

I/we do hereby undertake the following that –

1. M/s \_\_\_\_\_ [Name of Bidder] have been providing wellness services for a minimum period of 5 (Five) years as on date of notice inviting tender. We have experience in providing wellness service for our clients –

[Kindly mention the Wellness Services provided by the Bidder]

2. M/s \_\_\_\_\_ [Name of Bidder] have been providing wellness services for a minimum period of (Five) years as on date of notice inviting tender as below –

Sl. No.	Year	Place where Wellness Services are Provided	City, State	Number of Customers provided with Wellness Services
1.	2024			
2.	2023			
3.	2022			
4.	2021			
5.	2020			
6.	2019			

3. The following Team Members of M/s \_\_\_\_\_ [Name of Bidder] are certified to provide wellness services as per the rules and regulation set by **Karnataka Private Medical Establishment Authority or similar competent authority within India** [example: Certificate issued by The Karnataka Ayurvedic & Unani Practitioners Board, Government of Karnataka or any other similar competent authority]

Sl. No.	Name	Designation	Certification	Certifying Authority	Date of Issue of Certificate	Date of Validity of Certificate
1.						
2.						
3.						

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

Sl. No.	Name	Designation	Certification	Certifying Authority	Date of Issue of Certificate	Date of Validity of Certificate
4.						

4. M/s \_\_\_\_\_ [Name of Bidder] holds the following Registration certificate issued by Karnataka Private Medical Establishment Authority or similar competent authority within India –

Sl. No.	Name / Type of Certificate	Issuing Authority	Date of Issue	Date of Validity
1.				
2.				

5. M/s \_\_\_\_\_ [Name of Bidder] holds a valid trade license issued by the [Name of the Local Body]

Sl. No.	Trade License	Issuing Authority	Date of Issue of License	Date of Validity of License
1.				
2.				

6. I/We are hereby enclosing copies of the certificates / supporting documents for Sl. No 1,2,3,4,5 .

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

**3F. Financial Capacity of the Bidder**

(On the Letterhead of the Statutory Auditor )

Date:

We have verified the relevant records of M/s. \_\_\_\_\_ [Name of the Bidder], and certify that their annual turnover in the last Three (three) financial years are as follows –

Annual Turnover				
FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24

Average annual turnover of the Bidder is INR \_\_\_\_\_ Lakh [amount in words and figures rounded to the nearest thousand]

Name and Address of the Bidder's Bankers:

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

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

\_\_\_\_\_

\_\_\_\_\_

This certificate is being issued to be produced before Managing Director, Jungle Lodges and Resorts Limited for ***“Selection of Wellness Service Providers for Providing Wellness Services at Kabini River Lodge.”***

(Seal and signature of Chartered Accountant)

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

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

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

**3G. Power of Attorney of Authorised Signatory**

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for pre-qualification and submission of our bid for Services for the proposed assignment "**Selection of Wellness Service Providers for Providing Wellness Services at Kabini River Lodge**" by Jungle Lodges and Resorts Limited (JLR) (the "Employer") including but not limited to signing and submission of all proposal, bids and other documents and writings, participate in Pre-bid meeting and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer 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 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.

**Name of Bidder:** \_\_\_\_\_

**3l. Description of the methodology and work plan for performing the  
assignment**

*(To be submitted as a presentation to the Evaluation Committee at the time of the Technical  
Presentation on the Approach & Methodology)*

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

The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per Clause 5.3.2 of the Data Sheet.

The shortlisted Bidder shall make the presentation to the Evaluation Committee formed by the Client on the notified date and time. The proposed Project Manager along with key resources should be present in-person during the presentation.

The Presentation is not required to be submitted at the time of submission of the Technical Proposal on the Karnataka Public Procurement Portal. It must be presented to the Evaluation Committee as notified by the Client. A soft copy and three hard copies of the presentation and any associated supporting documents are to be submitted along with a covering letter to the Evaluation Committee at the time of Technical Presentation

**3J. Checklist for Technical Forms**

Sl. No.	Criteria	Details	Comments
1.	3A. Technical Proposal Submission Form.	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
2.	3B. Bidder's Details	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
3.	3C. Team Composition and Task Assignments	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
4.	3D. Format of Curriculum Vitae of proposed key professional staff	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
5.	3E. Undertaking for Experience and Qualification for Providing Wellness Services	<ul style="list-style-type: none"> <li>Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
6.	3F. Financial Capacity of the Bidder	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
7.	3G. Power of Attorney of Authorised Signatory	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
8.	3H. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
9.	3I. Description of the methodology and work plan for performing the assignment.	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	

## **Section 4. Financial Proposal – Standard Forms**

### **4A. Financial Proposal submission form**

**Note:**

- 1 Bidder should quote the percentage Revenue Share (up to two decimal places) for the tender.
- 2 The Proposal submitted should not have any information pertaining to the Financial Proposal/ Price offer except where specifically asked for i.e., Form 4A.
- 3 The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidder submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

To

The Managing Director  
Jungle Lodges and Resorts Limited (JLR)  
Ground Floor, Khanija Bhavan  
West Wing, 49 Racecourse Road,  
Bangalore – 560001, Karnataka

Dear Sir

**Subject: Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge.**

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Financial Proposal).

Our enclosed Financial Proposal for the below mentioned JLR property is the **Percentage Revenue Share that the Client(JLR) shall pay to us(Bidder)** if we are the **Selected Bidder** for the successful operation of Wellness Services at Kabini River Lodge.

<b>JLR Property</b>	<b>Financial Proposal – in Percentage Revenue Share (up to 2 decimals)</b>
<b>Kabini River Lodge, Mysuru District</b>	

- **All applicable taxes, duties and cess would be inclusive.**
- *The Revenue Share percentage is the percentage of Net Revenue (Gross Revenue less Deductions) that the Client shall pay the Selected Bidder for the successful operation of wellness services at the Kabini River Lodge.*

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

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

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act 1988”.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

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 Jungle Lodges and Resorts Limited**

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

### **2. Background**

Karnataka has a wide variety of tourism offerings such as beaches, hill stations, heritage monuments, national parks, wildlife sanctuaries among several others. Given the variety of tourism assets, the State is promoted under the tagline **“One State, Many Worlds”**.

Wellness Tourism, in the recent years, has gained immense popularity. Wellness Tourism is tourism associated with the pursuit of maintaining or enhancing one's personal wellbeing. Wellness Tourism offers an opportunity to maintain and improve one's holistic health while on travel. With a renewed stress on holistic well-being and rejuvenation, triggered by the pandemic, more and more people are looking for short breaks and holidays that also offer various wellness activities. Looking at the growing demand for such services, several resorts and hotels chains have started offering wellness products and service to draw more travellers.

Wellness Tourism has the potential of being a major contributor to the growth of Karnataka's tourism industry. JLR's resorts, lodges and camps are set amidst Karnataka's many sanctuaries and reserves and therefore provide a suitable environment for offering wellness services to its customers. In this regard, JLR wishes to offer wellness services at their properties, with a focus on wholesome health which means improvement of the bodily, mental and spiritual state and functions of a person. JLR wishes to offer various spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies through a competent and certified service provider.

### **3. Proposed Location for providing Wellness Services**

The selected Service Provider shall undertake activities for Wellness Services at the below mentioned location in Karnataka, subject to permission from the relevant authorities –

<b>Location</b>	<b>Address</b>
Kabini River Lodge	Nissana Beltur Post, HD Kote Taluk, Karapura, Around Mysore - 571 114

In addition to the above-mentioned location, JLR may also engage the selected Service Provider for undertaking Wellness Services at other JLR properties on mutually agreed terms and conditions.

Brief details of the current status of the JLR property are provided below for the Bidder's understanding of the scope of the assignment.

#### **3.1. Overview of JLR Property at Kabini River Lodge, Mysuru District**

<b>Sl. No.</b>	<b>Information</b>	<b>Details</b>
1	Location	Kabini River Lodge,

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Information	Details																					
		Nissana Beltur Post, HD Kote Taluk, Karapura, Mysore - 571 114																					
2	Contact Details for Property Manager	Name: Karthik MV Phone: 9449597895, 9449597896 Email: <a href="mailto:Kabini@junglelodges.com">Kabini@junglelodges.com</a>																					
3	Details of the Property	Total nos. of Rooms on-the property: <b>40 nos.</b> Total nos. of Rooms allocated for Wellness services: <b>3 nos.</b> Nos. of Wellness Spa Rooms Dedicated for Males: <b>1 no.</b> Nos. of Wellness Spa Rooms Dedicated for Females: <b>2 no.</b>																					
4	Visitor Statistics	<table border="1"> <thead> <tr> <th>Sl.no.</th> <th>Year</th> <th>Pax</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>FY 2019-20</td> <td>19,028</td> </tr> <tr> <td>2.</td> <td>FY 2020-21</td> <td>15,241</td> </tr> <tr> <td>3.</td> <td>FY 2021-22</td> <td>15,342</td> </tr> <tr> <td>4.</td> <td>FY 2022-23</td> <td>24,167</td> </tr> <tr> <td>5.</td> <td>FY 2023-24</td> <td>23,170</td> </tr> <tr> <td>6.</td> <td>FY 2024-25</td> <td>20,380 (Till Feb 2025)</td> </tr> </tbody> </table>	Sl.no.	Year	Pax	1.	FY 2019-20	19,028	2.	FY 2020-21	15,241	3.	FY 2021-22	15,342	4.	FY 2022-23	24,167	5.	FY 2023-24	23,170	6.	FY 2024-25	20,380 (Till Feb 2025)
Sl.no.	Year	Pax																					
1.	FY 2019-20	19,028																					
2.	FY 2020-21	15,241																					
3.	FY 2021-22	15,342																					
4.	FY 2022-23	24,167																					
5.	FY 2023-24	23,170																					
6.	FY 2024-25	20,380 (Till Feb 2025)																					

**3.2. Facilities provided for carrying out Wellness Services at Kabini River Lodge –**

Sl. no.	Room	currently Room is used as	Size of the Room <i>(Length in Fts X Breadth in Fts X Height in Fts X)</i>	Facilities/ Equipment present within the room	Current Condition of the room	Description about the present condition of the Room
1	Room 1	Wellness Spa Room for Female	12.3" Length, Breadth 9.10" Height 15 feet	<ul style="list-style-type: none"> <li>▪ Bathroom,</li> <li>▪ Toilet,</li> </ul>	Like New	Renovated
2	Room 2	Wellness Spa Room for Female	15.6" Length, Breadth 11.9" Height 15 feet	<ul style="list-style-type: none"> <li>▪ Bathroom,</li> <li>▪ Toilet,</li> </ul>	Like New	Renovated
3	Room 3	Wellness Spa Room for Male	15.6" Length, Breadth 11.9" Height 15 feet	<ul style="list-style-type: none"> <li>▪ Bathroom,</li> <li>▪ Toilet</li> </ul>	Like New	Renovated

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

**3.3. Photographs of existing facilities for Wellness Centre**

Sl. no.	Name of Room	Wellness Spa Room for Female-1	Wellness Spa Room for Female-2	Wellness Spa Room for Male-3
	Size of the Room	12'.3" Length, Breadth 9'.10"; Height 15 feet	15'.6" Length, Breadth 11'.9"; Height 15 feet	15'.6" Length, Breadth 11'.9"; Height 15 feet
1	Photographs with exterior view of the wellness service Room			
2	Photographs with view of interiors of the wellness service room			

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

Sl. no.	Name of Room	Wellness Spa Room for Female-1	Wellness Spa Room for Female-2	Wellness Spa Room for Male-3
3	Photographs of wellness service room with furniture/equipment			
4	Photograph with exterior view of the Well Center			

**Note:**

- These photographs of the Kabini River Lodge along with equipment and amenities at the JLR property are for representation purpose only.
- Please refer to the **Annexure 1 – Facilities & Equipment to be provided by the Client** of this RFP, for the list of amenities and assets provided by the JLR to the Service Provider for carrying out the services.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

**4. Contract Period**

The Contract shall be for a **period of 24 months** commencing from the Effective Date. The Contract may be renewed for a further period of **12 months** or for a lesser period at the sole discretion of the Client after a performance review.

**5. Scope of Services**

The scope of services to be provided by the ‘**Service Provider**’ as described below is general but is not exhaustive i.e., does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall also be governed by the provisions of the Contract to be entered into between the Service Provider and the Authority which sets forth the detailed terms and conditions for grant of the right to the Agency (the “**Right**”). There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects.

**5.1. Specifications for Wellness Centre**

The Wellness Centre operated by the Service Provider must meet the following specifications -

1. The Service Provider shall provide wellness services as per the acts, norms and guidelines laid down by the *Karnataka Private Medical Establishment Authority or similar competent authority of State Government and Central Government*
2. The Service Provider shall ensure that the quality of services provided are consistent with the standards set by *National Accreditation Board for Hospitals and Healthcare Providers, Government of India or any other similar competent authority within India*. The quality of service provided shall enhance the JLR’s reputation as a high-quality and trustworthy tourism services provider.
3. The Service Provider must review the guidelines in their entirety and ensure that they are updated on the latest norms and guidelines. The Service Provider shall be solely responsible for compliance with applicable norms, guidelines, regulations and laws.
4. The Wellness Centre must have the following credentials –
  - a. The Service Provider **must** be registered under the Karnataka Private Medical Establishments Act (KPME) 2009 or Department of AYUSH, Government of Karnataka or licensed by the State Government under the applicable law.
  - b. The Wellness Centre can offer services only for the health systems for which it has at least 1 (one) qualified Doctor. The Wellness Centre should have qualified doctor(s) who shall meet the following qualification criteria for the respective health systems–

Sl. No.	Health System	Minimum Qualification	Desirable Qualification	Comments
1	Ayurveda	BAMS (Bachelor of Ayurveda Medical and Surgery) from a government approved institute	MD (Ayurveda) or MS (Ayurveda) from a government approved institute	Can be in either Panchakarma or Kaya Chikitsa, recommended to have both
2	Yoga & Naturopathy	BNYS (Bachelor of Naturopathy and Yogic Sciences) from a government approved institute	MD (Naturopathy) or MD (Yoga) from a government approved institute	-

***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited***

Sl. No.	Health System	Minimum Qualification	Desirable Qualification	Comments
3	Unani	BUMS (Bachelor of Unani Medicine and Surgery) from a government approved institute	MD (Unani) from a government approved institute	-
4	Siddha	BSMS (Bachelor of Siddha Medicine and Surgery) from a government approved institute	MD (Siddha) from a government approved institute	-
5	Homeopathy	BHMS (Bachelor of Homeopathic Medicine & Surgery) from a government approved institute	MD (Homeopathy) from a government approved institute	-

5. If providing massage treatment, at least one government-approved male masseur and at least one government-approved female masseur should be on the payroll of the Service Provider.
6. All paramedical staff including teachers, practitioners, masseur, nutritionist, nurses, etc. for AYUSH services should be well trained and should hold relevant certifications and qualifications from competent authorities.
7. The Service Provider will have to follow the acts, norms and guidelines laid down by the State Government and Central Government for operations, cleanliness, insurance and safety.
8. Wellness program / services details with duration and rate should be clearly displayed in English and Kannada
9. Various departments, names of doctors available, timing of OP and services should be clearly displayed in English and Kannada
10. The rights and responsibilities of patients in the prescribed format should be displayed at a prominent location
11. Wellness Centre must have all necessary licenses / no objection certificate (NOC) from the relevant local authorities, applicable statutory bodies, and any other concerned authorities, as may be applicable for the respective project.

**5.2. Operational Requirements for Wellness Services**

The Service Provider must meet the following operational requirements during the operation of the wellness centre –

1. The Service Provider shall provide wellness services as per the acts, norms and guidelines laid down by the Karnataka Private Medical Establishment Authority or similar competent authority of State Government and Central Government.
2. **Licenses, Clearances and Approvals**
  - a. The Service Provider shall be solely responsible for obtaining all necessary sanctions, licenses, consent, clearances, approvals etc. for the successful operation and management of Wellness activities. The Service Provider shall be responsible for keeping such documents effective and in force at all material times throughout the term of the Assignment.
  - b. The Client shall facilitate the Service Provider on a best effort basis in obtaining the necessary sanctions consent, clearances and approvals for this assignment. However, the Service Provider shall be solely responsible for obtaining technical qualification such as licenses, certification, etc.

**3. General**

- a. The Wellness Services must be conducted in compliance with all applicable local acts, rules and regulations.
- b. The Wellness Centre and premises should be kept clean and hygienic.
- c. The Service Provider shall carry out the activities in accordance with the aesthetics, public peace, and tranquillity of the project site.
- d. The Service Provider shall ensure complete Privacy of customers while providing wellness service. The Service Provider will maintain a high level of professional ethics and will not act in any manner, which is detrimental to the Client's interest and maintain confidentiality on matters disclosed.
- e. Properly equipped first aid kit should be available at the reception / front-desk and adequate first aid training should be provided to the staff. Adequate first aid training should be provided to the staff.
- f. A well-defined mechanism should be available to handle a medical emergency. Management / team leader of the Service Provider of the project site shall maintain effective coordination with local medical establishments.
- g. Should prominently display directions and contact details of closest police station, fire station, and hospital / healthcare facility.
- h. Information about nearby sites / activities / destinations of tourism interest should be displayed in the reception / front office area.
- i. There should be sufficient signage in English and Kannada for facilities and services at the wellness centre.
- j. Gloves, masks, soaps and disinfectant should be available and used properly.
- k. Reception must be manned for minimum 16 hours with 24 hour call services available.
- l. Complaint and suggestion box should be available in the waiting area
- m. Feedback register should be available.
- n. Facility for messages for guests to be recorded and delivered should be available.
- o. Cross-gender massage services to customers are strictly prohibited. Wellness service to male customers shall be provided by only male staff members of the Service Provider and service to female customers shall be provided by only female staff members of the Service Provider.
- p. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed by the Service Provider in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate from an RMP (Registered Medical Practitioner) in respect of each employee is required to be maintained by the Service Provider every six months or earlier. The same may be submitted if demanded by the JLR.

**4. Wellness Facilities, Treatment Areas and Medicines**

- a. The Service Provider shall provide panchakarma table/beds, massage beds, Shirodhara stands, and other equipment required for successfully providing high quality wellness service, if not provided by the JLR.
- b. Privacy of patients should be ensured during patient examination and treatment.
- c. Case records [OP ticket, patient register, case sheets, treatment register, discharge card] should be filed in a systematic manner
- d. Prescriptions should be written in specified location in the case sheet by the treatment doctor
- e. Medication orders should be clear, legible, dated, timed and signed
- f. Intake medicines used should be GMP certified
- g. Adequate amount of emergency medicines and first aid should be stocked at all time
- h. Medicines should be stored in clean, well-lit and ventilated environments as specified by the manufacturer

**5. Staff**

- a. Staff shall be well-dressed, well-groomed and properly trained.
- b. Staff shall preferably be trained local residents specialized in the respective fields of operation.
- c. Staff should wear name badges.
- d. Attendance register for all staff should be maintained in a systematic manner
- e. Staff record containing qualification, training, appointment order should be maintained
- f. Staff shall be hospitable and capable to effectively respond to tourist requirements and should have a fair idea of the places of tourist interest in the State.
- g. The Service Provider shall engage only such persons who will have good character/behaviour and are skilful/qualified in their business
- h. The Service Provider shall have a team of certified/ licensed staff and practitioners on the payroll of the Service Provider who shall provide wellness services at Kabini River Lodge.
- i. The Service Provider shall give special attention to the manner in which his employees/ staff receive customers and render services ensuring good hospitality, congenial and pleasant atmosphere at JLR property.
- j. The Service Provider shall also have all persons employed by him, verified by the local police and maintain the record of the police clearance certificate of its staff.
- k. The Service Provider shall inform JLR, in writing, on any changes or addition in staff and practitioners providing wellness services at Kabini River Lodge under the RFP
- l. The team should be well versed in following languages - Kannada, Hindi and English

**6. Cleanliness and Waste Management:**

- a. The Service Provider shall be responsible for the continuous maintenance, high standard of cleanliness, sanitation, hygiene etc. in the premises where wellness service is being offered, including toilets.
- b. The Service Provider shall work with the Client to ensure segregation of waste as per local laws and undertaking of waste management measures.
- c. The Service Provider shall collect all garbage in bags/ boxes/trolleys permitted as per local municipal guidelines. However, the Client shall provide waste disposal facility for eco-friendly and scientific disposal of solid, liquid, waste and garbage being generated
- d. Failure of the Service Provider to comply may attract penalty and legal action from the Client.

**5.3. Pricing and Revenue Collection**

**1. Pricing**

- a. The Service Provider shall have the right to fix the prices of services in consultation with the Client on a mutually agreeable basis.
- b. The Client may provide inputs for determination of the appropriate pricing for the various Wellness Services as well as for packaging of services.
- c. The Service Provider shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.

**2. Bookings**

- a. All guests / customers shall have to make a booking with at the front desk / designated booking counter at the JLR property before undertaking the activities.
- b. The Wellness Services shall be offered on priority to the guests who are staying at the respective JLR property.
- c. The services may also be offered to direct customers and walk-in customers. However, all guests / customers shall have to make a booking with at the front desk / designated booking counter at the JLR property before undertaking the activities.

**3. Revenue Collection**

- a. The Client shall be responsible for collection of fees / usage charges from customers who intend to undertake wellness services and shall provide tickets / vouchers to the customers after receipt of payment. The Client shall appoint the required manpower for online and offline ticketing.
- b. The Client may provide packages to the guest with complimentary wellness services. In such cases the cost of wellness services shall be borne by the Client. The payable Revenue Share for such services shall be remunerated to the Service Provider by the Client.

**5.4. List of Facilities to be provided by the Client**

**1. Basic Infrastructure**

- a. The Client shall provide specified space in their property along with basic infrastructure, required to provide wellness services at JLR Property.
- b. The Client shall provide space with minimum 2 (two) wellness service rooms – one for male and one room for female. The rooms shall have proper signage for male and female.
- c. Hot water facility shall be made available for bathing and other purpose.
- d. The Client shall provide bathrooms facilities with toilets adjacent/attached to the wellness service rooms separately for male and female.

**2. Other Facilities**

- a. The Client shall support the Service Provider with laundry/ dry cleaning facilities.
- b. The Client shall provide waste disposal facility for eco-friendly and scientific disposal of solid, liquid, waste and garbage being generated
- c. The Client shall be responsible for payment of the Utility Charges limited to Water & sewage bill, Electricity Bill only. The rest of the Utility charges if any i.e. Internet/telephone, Trash & recycling and if any shall be borne by the Service Provider.
- d. The Client may provide accommodation facility for the staff members of the Service Provider, wherever available. However, it shall be the sole responsibility of the Service Provider for providing accommodation arrangements for his staff members.
- e. The Client may provide meals service the staff of the Service Provider working at the JLR property, at a reduced tariff.
- f. The Client shall carry out marketing and promotion of the wellness service being offered by the Service Provider on various platforms like – website, brochures, social media

**5.5. Obligations of the Service Provider**

1. The Service Provider shall hand over the possession of the specified area, facility and the infrastructure provided by JLR on as-is-where-is basis after the completion of the tenure of their services at the property
2. The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods. The Service Provider shall always act, in respect of any matter relating to the Services, as a faithful advisor to the Client and at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.
3. The Service Provider is solely responsible for ensuring safe operation of wellness services and managing associated risks. This should be achieved through careful supervision, training, instruction and information. On the basis of risk assessment, Service Provider shall take reasonably practicable measures to ensure the safety of participants, including safety devices and protocols designed to limit the risk or consequences of falls, collisions or any accidents / mishaps.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

4. The Service Provider must demonstrate a good understanding of the Client's business and sales objectives. The Service Provider shall ensure the quality of services provided by them is commensurate with the Client's brand and enhances the Client's reputation as a high-quality and trustworthy tourism services provider.
5. The Service Provider shall provide marketing support for the promotion of JLR properties and its tourism products.
6. The Service Provider is expected to familiarise themselves on Government issued acts, rules, notifications, and guidelines for safe operation of Wellness Services and allied services/activities. The Service Provider is solely liable for ensuring that they adhere to any such prevailing acts, rules, notifications, and guidelines issued by the Government of India or the Government of Karnataka.
7. The Service Provider shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations for the Assignment in a timely manner.
8. The Service Provider, during the period of contract, will observe all statutory laws as laid down from time to time.
9. The Service Provider will not generate any financial liabilities or encumbrance on the Client from its subcontractors, banks or other financial agencies and material suppliers.
10. The Service Provider shall submit a report every 3 months during the agreement period providing a summary of the support provided by each party to the other under this RFP
11. All the consumables like towels, disposable massage bed covers, oils, creams, tissues, gloves, etc. required for successfully providing high quality wellness service shall be provided by the Service Provider.
12. The Service Provider shall maintain record of all the customers and the services availed by them in a systematic manner and shall be made available to JLR for verification.
13. The timings of the service shall be as per local prevailing by-laws of the Local Administration.
14. All services rendered at the property shall have a rate list displayed at prominent places
15. Officials or representatives of the JLR may, at any time, monitor the quality and standards of the wellness services. The Service Provider shall assist/co-operate with the JLR officials in this regard. Failure of the JLR in this compliance doesn't relieve the Service Provider from his obligations and duties towards the same
16. The Service Provider shall be solely liable towards any complaints, or any action taken by any person against quality/standard of services rendered by the Service Provider, or behaviour of its employees, staff and supervisors in the JLR premises.
17. The Service Provider shall provide a comfortable, safe and secure environment to the customer. The Service Provider shall not indulge in any nefarious activity while providing wellness services at the JLR Property.
18. Use of any kind of photograph recording or video recording devices is strictly prohibited.
19. The Service Provider shall ensure that they do not make any unauthorized usage of the infrastructure at the properties.
20. The Service Provider shall use the JLR's Premises prudently and without causing any damages to the Premises or any part thereof if notwithstanding the above, any damage caused to the Premises or to any part thereof.
21. The Service Provider shall not carry out any permanent or structural alternations or additions to the Premises without prior permission of the JLR
22. The Service Provider shall render such other professional services as are necessary and incidental to the satisfactory completion of the services.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

23. The Service Provider understands that this agreement is on a principal to principal basis and it does not constitute any partnership or agency between the parties. The Service Provider alone will be responsible for his employees or third parties for any injury caused to them due to the work of the Service Provider. Further if any claim is made against the Client for the aforementioned reasons, he will keep the Client duly indemnified.
24. The Service Provider shall provide the Client with prompt written notice of any changes in the Service Provider's name, ownership, or form of organisation.
25. The Service Provider and the Client shall extend full assistance and cooperation to each other during the Term of the Contract.
26. The Selected Service Provider agree that the courts and tribunals in Karnataka shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this RFP and accordingly any suit, action or proceedings arising out of or in connection with this RFP may be brought in such courts or the tribunals and the Parties irrevocably submit to, generally and unconditionally, the jurisdiction of those courts or tribunals

**5.6. Reserved Rights and Obligations of the Client**

In addition to any reserved rights and obligations specified in the sections above, the Client has the following reserved rights and obligations –

3. The Client shall provide marketing support for the promotion of Wellness Services provided at the JLR properties.
4. The Client may appoint an independent expert to monitor and evaluate the Wellness Services being operated by the Service Provider at the Kabini River Lodge.
5. The Client may appoint an independent expert to review the progress of the Service Provider on a quarterly basis.
6. The Client assumes that the Service Provider has complete clarity and understanding of the scope and objective of the assignment. The quoted financial bid will be considered inclusive of all expenses including applicable taxes and out of pocket expenses.
7. The Client shall not be liable to the Service Provider for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Contract.
8. The Client will not be vicariously liable for any act of the Service Provider and the Service Provider shall alone be liable for violation of any law. The Service Provider agrees to indemnify the Client from all claims.
9. No waiver by the Client of failure or failures by the Service Provider to perform any provision of this Assignment shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.
10. Client reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations.
11. Client shall not be vicariously liable for any act of the Service Provider and the Service Provider shall alone be liable for violation of any law. The Service Provider agrees to indemnify JLR from all claims.

**6. Reporting Requirements:**

**6.1. Monthly Meeting**

The Team Leader along with other key personnel of the Service Provider shall meet with point of contact identified by the Client at least once a month to review the Service Provider's performance, discuss the work plan for the coming month and address any challenges being faced by the Service Provider.

**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge  
Jungle Lodges and Resorts Limited**

**6.2. Quarterly Review Meeting**

The Team Leader along with other key personnel of the Service Provider shall meet with authorised representative of the Client at least once every 3 (three) months to review the Service Provider's performance, discuss the work plan for the coming quarter, assess potential improvements for wellness services, and address any challenges being faced by the Service Provider.

**6.3. Quarterly Progress Report**

The Service Provider shall submit a Quarterly Progress Report. The report is due every 3 months, to be submitted no later than five working days after every 3rd Monthly Progress Report. The first report is due no later than 3 months from the date of commencement of the assignment

The Quarterly Progress Report shall summarize the Service Provider's performance over the last 3 months and shall include a breakdown of number of tourists / visitors per Wellness Services offered. The Service Provider shall also identify areas of improvement as well as areas of concern in the Quarterly Progress Report.

**Section 6. Draft Contract for Wellness Service Provider for Providing  
Wellness Services at Kabini River Lodge**

Between

---

[Name of Client]

And

---

[Name of Service Provider]

Dated:

<b>I.</b>	<b>FORM OF CONTRACT .....</b>	<b>59</b>
<b>II.</b>	<b>GENERAL CONDITIONS OF CONTRACT .....</b>	<b>61</b>
1.GENERAL		PROVISIONS
.....		61
1.1.	Definitions.....	61
1.2.	Law Governing the Contract .....	62
1.3.	Language .....	62
1.4.	Notices .....	63
1.5.	Location.....	63
1.6.	Authorized Representatives .....	63
1.7.	Taxes and Duties .....	63
2.COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT		
.....		63
2.1.	Effectiveness of Contract .....	63
2.2.	Commencement of Services .....	63
2.3.	Expiration of Contract.....	63
2.4.	Modification .....	63
2.5.	Force Majeure .....	63
2.6.	Suspension.....	64
2.7.	Termination .....	65
3.OBLIGATIONS OF THE SERVICE PROVIDER		
.....		66
3.1.	General.....	66
3.2.	Conflict of Interests.....	66
3.3.	Confidentiality.....	67
3.4.	Insurance to Be Taken out by the Service Provider.....	67
3.5.	Service Provider' Actions Requiring Client's Prior Approval .....	67
3.6.	Reporting Obligations.....	67
3.7.	Documents Prepared by the Service Provider to Be the Property of the Client .....	68
3.8.	Equipment and Materials Furnished by the Client .....	68
3.9.	The Service Provider shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner. ....	68
3.10.	The Service Provider shall provide the Client with prompt written notice of any changes in the Service Provider' name, ownership, or form of organisation. ....	68
4.SERVICE PROVIDER' PERSONNEL AND SUB-CONTRACTOR		
.....		68
4.1.	Description of Personnel .....	68
4.2.	Removal and/or Replacement of Personnel .....	68

***Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge***  
***Jungle Lodges and Resorts Limited***

---

5.OBLIGATIONS	OF	THE	CLIENT	
.....				68
5.1.	Assistance and Exemptions	.....		68
5.2.	Services and Facilities	.....		69
6.PAYMENT	TO	THE	SERVICE	PROVIDER
.....				69
6.1.	Revenue Share Payment	.....		69
6.2.	Percentage Net Revenue Share	.....		69
6.3.	Payment for Additional Services	.....		69
6.4.	Terms and Conditions of Payment	.....		69
6.5.	Interest on Delayed Payments	.....		69
6.6.	Mode of Payment	.....		69
6.7.	Penalty for Deficiency in Service	.....		69
6.8.	Performance Security	.....		70
7.SETTLEMENT		OF		DISPUTES
.....				70
7.1.	Amicable Settlement	.....		70
7.2.	Dispute Settlement	.....		70
8.....			MISCELLANEOUS	
.....				71
8.1.	Fairness and Good Faith	.....		71
8.2.	Indemnification	.....		71
8.3.	Limitation of Liability	.....		72
8.4.	Assignment	.....		72
8.5.	Waiver	.....		72
8.6.	Survival	.....		72
8.7.	Severability	.....		72
8.8.	Amendments	.....		72
8.9.	Counterparts	.....		72
<b>III.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>			<b>73</b>
<b>IV.</b>	<b>APPENDICES</b>			<b>78</b>
	APPENDIX A: DESCRIPTION OF SERVICES	.....		78
	APPENDIX B: REPORTING REQUIREMENTS	.....		78
	APPENDIX C: RESOURCES COMMITTED BY SERVICE PROVIDER	.....		79
	APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT	.....		79
	APPENDIX E: REVENUE SHARE PAYMENT SCHEDULE	.....		80
	APPENDIX F: DETAILS OF AREA OF OPERATIONS FOR SERVICES	.....		81
	APPENDIX G: FORM OF GUARANTEE FOR PERFORMANCE SECURITY (PROFORMA BANK GUARANTEE)	.....		82

***Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge***

---

***Jungle Lodges and Resorts Limited***

APPENDIX H: LETTER OF ACCEPTANCE .....	84
APPENDIX I: POWER OF ATTORNEY SUBMITTED BY SERVICE PROVIDER.....	85
APPENDIX J: UNDERTAKING REGARDING EXPERIENCE AND QUALIFICATION OF SERVICE PROVIDER .....	86
APPENDIX K: STANDARDS, GUIDELINES AND PROTOCOLS TO BE FOLLOWED BY SERVICE PROVIDER.....	86

## **I. Form of Contract**

This CONTRACT (hereinafter called the “**Contract**”) is made the \_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_ between

**The Jungle Lodges and Resorts Limited, Government of Karnataka, having its office at the Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001, Karnataka** (hereinafter called the “**First Party**” or “**Client**” or “**JLR**” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part

AND

\_\_\_\_\_, [a company incorporated under provisions of the Companies Act, 1956 / a limited liability partnership registered under the provisions of Limited Liability Partnership Act, 2008 / a partnership firm registered under the provisions of the Indian Partnership Act, 1932 / a sole proprietorship registered under relevant Shops and Establishment Act], having its registered office at \_\_\_\_\_, (hereinafter called the “**Second Party**” or “**Service Provider**” which expression shall include their respective successors and permitted assigns) on the Second Part

*” which expression shall include their respective successors and permitted assigns) on the Second Part]*

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

WHEREAS

- 1.1.1. The Client has proposed to provide wellness services at **Kabini River Lodge** by engaging a qualified and experienced Wellness Service Provider for the operation of wellness service centre and wellness services for the period agreed herein. In this regard, the Client had issued RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for selection of a suitable Wellness Service Provider.
- 1.1.2. After a competitive bidding process, the Service Provider has been selected to provide wellness services at **Kabini River Lodge** in the areas identified by JLR and in accordance with the terms and conditions of this Agreement. Accordingly, a Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to the Service Provider. The Service Provider has duly acknowledged the letter of intent vide its Letter No. \_\_\_\_\_ dated \_\_\_\_\_.
- 1.1.3. The Client has requested the Service Provider to provide certain services for the operation of activities as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “**Services**”);
- 1.1.4. The Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

***Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge***  
***Jungle Lodges and Resorts Limited***

---

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a. The General Conditions of Contract (hereinafter called "GC");
  - b. The Special Conditions of Contract (hereinafter called "SC");
  - c. The following appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Resources Committed by the Service Provider
    - Appendix D: Services and Facilities to be provided by the Client
    - Appendix E: Revenue Share Payment Schedule
    - Appendix F: Details of Area of Operations for Services
    - Appendix G: Form of Guarantee for Performance Security (Proforma Bank Guarantee)
    - Appendix H: Letter of Acceptance issued by Client
    - Appendix I: Power of Attorney submitted by Service Provider
    - Appendix J: Undertaking regarding Experience and Qualification of the Service Provider
    - Appendix K: Standards, Guidelines, and Protocols to be followed by the Service Provider
2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
  - a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b. The Client shall make payments to the Service Provider in accordance with the provisions of the Contract
3. This contract terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

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

FOR, AND ON BEHALF OF  
The Jungle Lodges and Resorts Limited  
(JLR)

By  
  
(Authorized Representative)  
Designation: Managing Director

FOR, AND ON BEHALF OF  
\_\_\_\_\_ (Name of Service Provider)

By  
  
(Authorized Representative)  
Designation: \_\_\_\_\_

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1. Definitions**

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

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the under Applicable Law, in connection with the Services during the subsistence of this Contract
- c. **"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.
- d. **"Commencement Date"** means the date on which the Service Provider begin carrying out the Services pursuant to Clause GC 2.2
- e. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- f. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause GC 6;
- g. **"Deductions"** shall include GST and any other tax or cess payable by JLR under Applicable Law on the revenues from items indicated in Gross Revenue.
- h. **"Due Date"** means each date for making the Revenue Share Payment as set out in Appendix E.
- i. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- j. **"GC"** means these General Conditions of Contract;
- k. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
- l. **"Government"** means the Government of Karnataka
- m. **"Gross Revenue"** means revenues, in Indian Rupees, generated by the Authority from fees / usage charges / ticket sales for the Services provided by the Service Provider
- n. **"Local currency"** means Indian Rupees
- o. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
- p. **"Material Breach"** shall mean and include the following
  - a. Failure by the Service Provider to procure the requisite insurance in accordance with this Contract;

- b. Failure by the Service Provider to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
- c. Failure by the Service Provider to comply with the instructions or orders of the Client made under this Contract;
- d. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Service Provider in violation of any terms of this Contract;
- e. Failure by the Service Provider to observe or perform any of the Service Provider' undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect
- q. **"Member"** in case the Service Provider consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Client under this Contract.
- r. **"Net Revenue"** means Gross Revenues less Deductions
- s. **"Party"** means the Client or the Service Provider, as the case may be, and "Parties" means both of them;
- t. **"Personnel"** means persons hired by the Service Provider or by any Sub-Contractor as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)
- u. **"Project Site"** means the area as specified in the SC where the Service Provider shall carry out the Services
- v. **"Revenue Share Payment"** means the amounts payable by the Client to the Service Provider on the Due Dates in accordance with Clause GC 6
- w. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- x. **"Services"** means the work to be performed by the Service Provider pursuant to this Contract as described in Appendix A; and
- y. **"Sub-Contractor"** means any entity to which the Service Provider subcontract any part of the Services in accordance with the provisions of Clauses GC 3.5 and GC 4.
- z. **"Third Party"** means any person or entity other than the Government, the Client, the Service Provider, or a Sub-Contractor.
- aa. **"Wellness Service"** is a service that are offered with the aim of maintaining and improving one's holistic health and may include spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies
- bb. **"Wellness Service Provider" or "Service Provider" (WSP)** is any legal entity under the relevant law, offering Wellness Services and is certified under the applicable law to provide Wellness Services.
- cc. **"Wellness Centre"** is the place within the Project Site where the Service Provider shall provide Wellness Services to its visitors.

## **1.2. Law Governing the Contract**

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

## **1.3. Language**

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

**1.4. Notices**

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

**1.5. Location**

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

**1.6. Authorized Representatives**

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

**1.7. Taxes and Duties**

The Service Provider, Sub-Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

**2.2. Commencement of Services**

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

**2.3. Expiration of Contract**

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

**2.4. Modification**

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

**2.5. Force Majeure**

**2.5.1. Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2. No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

b) shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The affected party shall set 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.

The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### **2.5.3. Extension of Time**

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

### **2.5.4. Payments**

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

### **2.5.5. Consultation**

As soon as practicable and not later than 15 (fifteen) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken.

The Parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Site 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.

### **2.5.6. Reporting**

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-Clause as also any information, details or document, which the Parties may reasonably require.

### **2.6. Suspension**

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to

remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

## **2.7. Termination**

### **2.7.1. By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.7.1 and sixty (60) days' in the case of the event referred to in (j):

- a. if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b. if the Service Provider (or any of their Members) become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- e. if the Service Provider submits to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars;
- f. if the Service Provider has repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract
- g. if the Service Provider commit a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client
- h. if the Service Provider has assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client
- i. If the Service Provider fails to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause GC 7 hereof;
- j. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.7.2. By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.7.2:

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

- c. if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.7.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- iii. any right which a Party may have under the Applicable Law.

### **2.7.4. Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

### **2.7.5. Payment upon Termination**

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

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

## **3. OBLIGATIONS OF THE SERVICE PROVIDER**

### **3.1. General**

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractor or third parties.

The Service Provider shall strictly adhere to the standards, guidelines and protocols as specified in Appendix L at all times while performing the Services.

### **3.2. Conflict of Interests**

#### **3.2.1. Service Provider Not to Benefit from Commissions, Discounts, etc.**

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

### **3.2.2. Procurement Rules of Funding Agencies**

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

### **3.2.3. Service Provider and Affiliates Not to engage in certain Activities**

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

### **3.2.4. Prohibition of Conflicting Activities**

Neither the Service Provider nor their Sub-Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

### **3.3. Confidentiality**

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

### **3.4. Insurance to Be Taken out by the Service Provider**

The Service Provider

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

### **3.5. Service Provider' Actions Requiring Client's Prior Approval**

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood
  - (i). that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and
  - (ii). that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Contract;
- b) appointing such members of the Personnel not listed by name in Appendix C ("Resources Committed by Service Provider"), and
- c) any other action that may be specified in the SC.

### **3.6. Reporting Obligations**

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

**3.7. Documents Prepared by the Service Provider to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Provider in accordance with Clause GC 3.6 shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. The Service Provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

**3.8. Equipment and Materials Furnished by the Client**

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

3.9. The Service Provider shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.

3.10. The Service Provider shall provide the Client with prompt written notice of any changes in the Service Provider' name, ownership, or form of organisation.

**4. SERVICE PROVIDER' PERSONNEL AND SUB-CONTRACTOR**

**4.1. Description of Personnel**

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

**4.2. Removal and/or Replacement of Personnel**

a) Except as the Client may otherwise agree, no changes shall be made to the Key Personnel. If for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.

b) If the Client finds that any of the Personnel have

(i). committed serious misconduct or has been charged with having committed a criminal action, or

(ii). have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE CLIENT**

**5.1. Assistance and Exemptions**

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

- a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b) assist the Service Provider and the Personnel and any Sub-Contractor employed by the Service Provider for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c) provide to the Service Provider, Sub-Contractor and Personnel any such other assistance as may be specified in the SC.

**5.2. Services and Facilities**

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

**6. PAYMENT TO THE SERVICE PROVIDER**

**6.1. Revenue Share Payment**

Subject to the provisions of this Contract, and in consideration of the Service Provider having been awarded the Contract to provide the Services, the Client agrees and undertakes to pay quarterly Revenue Share Payment comprising of percentage share of the Net Revenue to be paid for a percentage Net Revenue share as specified in the Clause GC 6.2 on or before the due dates as set out in Appendix E.

Except as provided in Clause GC 5.2, the percentage Net Revenue share may only be increased above the amounts stated in Clause GC 6.2 if the Parties have agreed to additional payments in accordance with Clause GC 2.4.

**6.2. Percentage Net Revenue Share**

The percentage Net Revenue share is set forth in the SC.

**6.3. Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause GC 2.4, the Client shall submit the proposal for additional services to relevant authorities for approval.

**6.4. Terms and Conditions of Payment**

Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SC.

**6.5. Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SC.

**6.6. Mode of Payment**

The Revenue Share Payment shall be made by the Client to the Service Provider in the mode as specified in the SC.

**6.7. Penalty for Deficiency in Service**

Penalty for deficiency in Service shall be as stated in the SC.

**6.8. Performance Security**

6.8.1. The Service Provider shall furnish the Performance Security in accordance with Clause 8 of Section 2 of the RFP document.

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

6.8.3. The Performance Security will be discharged by the Client and returned to the Service Provider no later than 90 days following the completion of the Service Provider' performance obligations under the Contract.

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

**6.8.5. Encashment and Appropriation of Performance Security**

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

1. Breach of this Contract or for levy of Penalty specified
2. Termination of this Contract by Client for reasons other than in Clause GC 2.7.1(c)
3. In case the Service Provider is not able to deliver the services as envisaged in the Scope of Services/Terms of Reference
4. The Client shall have the right to invoke the Performance Security in case the Service Provider fails to complete the Contract Period and terminates the Services before the expiry of the Contract Period.

**7. SETTLEMENT OF DISPUTES**

**7.1. Amicable Settlement**

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

**7.2. Dispute Settlement**

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

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

**7.2.1. Selection of Arbitrators**

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

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

**7.2.2. Rules of Procedure**

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

**7.2.3. Substitute Arbitrators**

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

**7.2.4. Qualifications of Arbitrators**

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

**7.2.5. Miscellaneous**

In any arbitration proceeding here under:

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

**8. MISCELLANEOUS**

**8.1. Fairness and Good Faith**

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

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause GC 7.2 hereof.

**8.2. Indemnification**

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

- i. Proceedings, actions and Third-Party claims arising out of a breach by the Service Provider of any of its obligations under this Contract, except to the extent that any such claim has

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

**8.3. Limitation of Liability**

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

**8.4. Assignment**

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

**8.5. Waiver**

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

**8.6. Survival**

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

**8.7. Severability**

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

**8.8. Amendments**

This Contract and the Appendices together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**8.9. Counterparts**

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

**III. Special Conditions of Contract**

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

**[1.1 (u)]**      **“Project Site”** shall include the following location in Karnataka where the Service Provider shall provide wellness services.

Location	Address
<b>Kabini River Lodge</b>	Kabini River Lodge, Nissana Beltur Post, HD Kote Taluk, Karapura, Around Mysore - 571 114

In addition to the above-mentioned location, JLR may also engage the selected Service Provider for undertaking Wellness Services at other JLR properties on mutually agreed terms and conditions.

**[1.1 (dd)]**      All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

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

**[1.4.1]**      The addresses are:

Client:  
 Jungle Lodges and Resorts Limited (JLR)  
 Ground Floor, Khanija Bhavan  
 West Wing, 49 Racecourse Road,  
 Bangalore – 560001, Karnataka

Contact Officer: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name of Service Provider: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

**[1.4.2]**      Notice shall be deemed to be effective as follows:  
     a) in the case of personal delivery or registered post, on delivery.  
     b) in the case of fax / e-mail, 24 hours following confirmed transmission.

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

**Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge**  
**Jungle Lodges and Resorts Limited**

---

Service Provider shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney (**Appendix I: Power of Attorney Submitted by Service Provider**).

The authorized representatives for the client:

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

The authorized representatives for Service Provider:

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Name of Service Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

- [1.7.1] The Service Provider and the personnel shall pay all such taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- [2.1] The date on which this Contract shall come into effect is Date of signing of Contract (Effective date)
- [2.2] The time period shall be within 15 days from the date of signing of Contract (Commencement date).
- [2.3] The **Contract Period** hereby granted is for a period of **24 months** commencing from the Effective Date. The Contract may be renewed for a further period of **12 months** or for a lesser period at the sole discretion of JLR after a performance review. The performance review shall be carried out **3 months before the end** of the Contract Period to take a decision regarding renewal of Contract.
- [3.1.1] **Terms of Reference**  
The scope of services to be performed by the Service Provider is specified in the Terms of Reference (the "ToR") at **Appendix A** of this Contract. The Service Provider shall provide the services specified therein in conformity with the time schedule and operational requirements stated therein.
- [3.2.4] At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- [3.4] **Insurance to be taken out by the Service Provider**  
The Service Provider shall take out requisite insurance as specified under *Clause 7 Insurance to be taken out by the Service Provider* for providing services as per the Terms of Reference as provided in Appendix A.
- [3.5(a)] Subcontracting may be permitted after obtaining the necessary approvals from the Client.
- [3.5(c)] The other actions are as per Appendix A of the Contract
- [3.7] **Not Applicable**

**[3.11 Alterations, Modifications and Additional Facilities**

- i. The Service Provider, shall be permitted only after obtaining the necessary written approvals and permissions from the Client, to undertake necessary alterations or renovations or modifications of the necessary facilities/rooms/ equipment/ assets provided by the Client or installation of equipment or procurement of the new amenities with in the JLR property.
- ii. For this purpose, the Service Provider shall submit to the Client a proposal (hereinafter referred to as Modification Proposal) clearly describing the alteration, modification, additional facilities etc. and its impact on the structural stability of the project asset(s)/ project facilities, at least sixty (60) days prior to carrying out such activities.
- iii. **The costs of these alterations/ modification/ new construction/ installation/ procurement of any kind shall solely borne by the Service Provider.** Client does not hold any liability materially or financially to the implications arise from these activities.
- iv. The Service Provider shall have no claim over the alterations or renovations or modifications of the necessary facilities/rooms/ equipment/ assets provided by the Client or additional facilities or installation of equipment or procurement of the new facilities with in the JLR property, provided by him to successfully undertake the Services under the scope of this assignment.

**[3.13 Peaceful Possession**

The Client hereby warrants that:

- i. The Client enjoys absolute possession of the project asset(s) and is vested with all the rights.
- ii. The Service Provider shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful permissive possession and enjoyment of the project asset(s) under the authorization from JLR during the Contract Period.

**[5.1. c)** Any such other assistance on a best effort basis as may be required for prompt and effective implementation of the Services

**[6.2** The percentage Net Revenue share is \_\_\_\_% (\_\_\_\_ percent).

**[6.4 Terms and Conditions of Payment**

The Client shall be responsible for collection of fees / usage charges from customers who intend to undertake the activities and shall provide tickets / vouchers to the customers after payments. The Service Provider shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.

The Client shall make **Quarterly Revenue Share Payment** on the Net Revenue collected for the quarter to the Service Provider in accordance with the schedule provided in Appendix E. Payments for the first quarterly Revenue Share Payment shall be made by the Client within 21 days of the completion of the first quarter of operations. Subsequent quarterly Revenue Share Payments shall be made within 21 days of the completion of the respective quarters.

Payments in respect of the Services shall be made as follows:

- a) The Service Provider shall be paid for their services as per the Payment Schedule subject to the Service Provider fulfilling all conditions as per the Terms of Reference

- b) No payment shall be due for the next milestone till the Service Provider completes, to the satisfaction of the Client, the work pertaining to the preceding milestone.
- c) The Client shall pay to the Service Provider only the undisputed amount.

**[6.4.1 Tax Deducted at Source (TDS)**

Wherever applicable, taxes shall be deducted at source from the payment to the Service Provider at the rates applicable for each in accordance with the relevant Sections of the Income Tax Act, and relevant applicable taxes, duties and cess.

**[6.4.2 Change in Applicable Law**

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

**[6.4.3 Reconciliation of Payment**

Reconciliation of payments for each financial year shall be made by the Parties within one month of finalization of audited financial statements.

Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Service Provider to the Client within 30 (thirty) days after receipt by the Service Provider of notice thereof. Any delay by the Service Provider in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

**[6.5]** Interest on delayed payments is not applicable for this Contract

**[6.6.]** All payments under this Contract shall be made to the account of the Service Provider as may be notified to the Client by the Service Provider.

**[6.6.1]** The account details of the Service Provider are as follows –

Bank Name: \_\_\_\_\_  
Branch Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
NEFT IFSC: \_\_\_\_\_  
Branch Address: \_\_\_\_\_  
\_\_\_\_\_  
PAN: \_\_\_\_\_  
Account Type: \_\_\_\_\_

**[6.7 Penalty for Deficiency in Service**

**[6.7.1]** The submission of the deliverables shall be done as per the time frame prescribed in Appendix B. However, a grace period of 5 working days is allowed in case of difficulties as determined by the Client. If the submission of deliverables is delayed beyond the grace period, a penalty of Rs 1,000 per day will be levied up to 30 days of delay. If the delay is more than one month, JLR reserves the right to encash the performance security and terminate the Contract. This shall be without prejudice to other remedies available under the law and the Contract with JLR.

The penalty shall be levied at the sole discretion of Managing Director, Jungle Lodges and Resorts Limited (JLR)

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

The penalty shall be levied at the sole discretion of Managing Director, Jungle Lodges and Resorts Limited.

**[6.7.3]** Failure of the Service Provider to adhere to prescribed norms for cleanliness and waste management or to adhere to Applicable Laws for operating in forest areas and eco-sensitive zones shall attract penalty and legal action from JLR. This shall be without prejudice to other remedies available under the law and the Contract with JLR.

The penalty shall be levied at the sole discretion of Managing Director, Jungle Lodges and Resorts Limited.

## **IV. Appendices**

### **APPENDIX A: DESCRIPTION OF SERVICES**

#### ***A.1 List of Activities***

The Service Provider shall undertake the following services in the operating area at the Project Site in accordance with the terms and conditions of this agreement –

- Provide Wellness Services at Kabini River Lodge

The above-mentioned list of Services may be revised from time to time by mutual agreement between the Client and the Service Provider.

#### ***A.2 Terms of Reference of the RFP***

*As per Terms of Reference of the RFP*

### **APPENDIX B: REPORTING REQUIREMENTS**

*As per Terms of Reference of the RFP*

**APPENDIX C: RESOURCES COMMITTED BY SERVICE PROVIDER**

***C-1: List of Key Personnel***

*To be provided by the Service Provider, Relevant qualifications and capabilities of the Key Personnel must be specified.*

***C-2: List of Equipment***

*To be provided by the Service Provider.*

***C-3: List of Facilities***

*To be provided by the Service Provider.*

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

*As per Terms of Reference of the RFP and Annexure 1 of the RFP*

**Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge**

**Jungle Lodges and Resorts Limited**

**APPENDIX E: REVENUE SHARE PAYMENT SCHEDULE**

Revenue Share Payment: \_\_\_% of Net Revenue

Sl. No	Year	Quarter	Due Date
1.	Year 1	Quarter 1	<i>Within 21 days of completion of quarter</i>
2.	Year 1	Quarter 2	<i>Within 21 days of completion of quarter</i>
3.	Year 1	Quarter 3	<i>Within 21 days of completion of quarter</i>
4.	Year 1	Quarter 4	<i>Within 21 days of completion of quarter</i>
5.	Year 2	Quarter 1	<i>Within 21 days of completion of quarter</i>
6.	Year 2	Quarter 2	<i>Within 21 days of completion of quarter</i>
7.	Year 2	Quarter 3	<i>Within 21 days of completion of quarter</i>
8.	Year 2	Quarter 4	<i>Within 21 days of completion of quarter</i>

**Note**

- Service Provider must submit a **Performance Security** in any of the forms given below for a lump sum amount of **INR 2,00,000 (Rupees Two Lakh only)** before commencement of operations –
  - i. Banker's cheque / Demand draft / Pay Order in favour of the Client, payable at Bengaluru.
  - ii. A bank guarantee in the form given in Appendix G of the RFP
  - iii. Fixed Deposit Receipts (FDR) Pledged in the name of Client
- Payments for the first Revenue Share payment shall be made by the Client within 21 days of the completion of the first quarter of operations. Subsequent payments shall be made within 21 days of the completion of the respective quarters.
- Reconciliation of payments for each financial year shall be made by the Parties within one month of finalization of audited financial statements.

**APPENDIX F: DETAILS OF AREA OF OPERATIONS FOR SERVICES**

*Details of operating area at the location to be provided below*

Operating area identified for carrying out the activities as per Appendix A is as follows –

*(To be detailed after mutual consultation between the Client and Service Provider)*

The details of the area for providing the Services are as below –

*(To be detailed after mutual consultation between the Client and Service Provider)*

***Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge***

***Jungle Lodges and Resorts Limited***

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

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

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

To

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

WHEREAS M/s.....[Name and address of Service Provider] hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. .... dated ..... to provide the services on terms and conditions set forth in this Contract for ***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge.***

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

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

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

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

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

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

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

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

***Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge***

---

***Jungle Lodges and Resorts Limited***

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

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

Address  
(Name & Occupation)

Date.....

***Selection of Wellness Service Provider for Providing Wellness Services at Bandipur Safari Lodge***

***Jungle Lodges and Resorts Limited***

---

**APPENDIX H: LETTER OF ACCEPTANCE**

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

*(To be prepared on the letterhead of the Client)*

To:

\_\_\_\_\_

[Name and Address of the Service Provider]

Dear Sir / Madam,

This is to notify you that your proposal dated..... for ***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge*** for the Revenue Share \_\_\_% ( \_\_\_\_\_ percent ) [amount in words and figures] of the Net Revenue, inclusive of all taxes, duties, and cess, as corrected and modified is hereby accepted. Payments for the first Revenue Share payment shall be made by the Client within 21 days of the completion of the first quarter of operations. Subsequent payments shall be made within 21 days of the completion of the respective quarter. Reconciliation of payments for each financial year shall be made by the Parties within one month of finalization of audited financial statements.

In this regard, we are pleased to inform you that M/s \_\_\_\_\_ has been awarded the Contract for ***Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge***. The proposed engagement shall be for a period of 24 (twenty-four) months from the date of signing of the contract. The contract is renewable for another 12 (twelve) months after the expiry of the initial 24-month period on the basis of the satisfactory performance of the Service Provider and on the same terms and condition.

You are hereby requested to furnish Performance Security deposit in any of the forms as detailed in Clause 8.1 of *Section 2 Information to Bidders* for an amount of INR. .... within 7 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to ..... and sign the contract, failing which action will be taken as per Clause 8.4 of *Section 2 Information to Bidders*.

Yours Sincerely,

Managing Director,  
Jungle Lodges and Resorts Limited

**APPENDIX I: POWER OF ATTORNEY SUBMITTED BY SERVICE PROVIDER**

**Power of Attorney of Authorised Signatory**

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for submission of our financial bid for Services for the proposed assignment "**Selection of Wellness Service Provider for Providing Wellness Services at Kabini River Lodge**" by the Managing Director, Jungle Lodges and Resorts Limited (JLR) (the "Employer") including but not limited to signing and submission of all proposal, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer 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 Bidder 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 Bidder.

For

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

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....  
(Signature)

(Name, Title and Address of the Authorized Signatory)

**APPENDIX J: UNDERTAKING REGARDING EXPERIENCE AND QUALIFICATION OF SERVICE PROVIDER**

*As submitted by the Service Provider as a part of their Technical Proposal in the format at **Section 3E** of the RFP.*

**APPENDIX K: STANDARDS, GUIDELINES AND PROTOCOLS TO BE FOLLOWED BY SERVICE PROVIDER**

*Documents substantiating the standards, guidelines and protocols to be followed by Service Provider to be enclosed. Documents submitted should be as approved / authorized by relevant competent authority.*