



Jungle Lodges and Resorts Limited

Government of Karnataka

Invites

Request for Proposal

(RFP No. JLRL/2024-25/SE0011/Call-2)

For

**Selection of Water Sports Operator for Operation of
White-Water River Rafting Activities at Kali Adventure
Camp**

**Jungle Lodges and Resorts Limited
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Disclaimer

The information contained in this Request for Proposal document or subsequently provided to Applicants, 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 Applicants 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.

Section 1. Letter of Invitation

1. The **Jungle Lodges and Resorts Limited** invites proposals for ***Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp.*** The objectives and details of the Services are provided in the attached Terms of Reference.
2. The Bidder 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 – Draft Contract for Operator's Services

Sd/-

Senior General Manager
and Tender Inviting Authority
Jungle Lodges and Resorts Limited,
Bengaluru, Karnataka

RFP No.: JLRL/2024-25/SE0011/Call-2
[Through e-Procurement Portal only]

Date: 19-02-2025

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF WATER SPORTS OPERATOR FOR OPERATION OF WHITE-WATER RIVER RAFTING ACTIVITIES AT KALI ADVENTURE CAMP

Jungle Lodges and Resorts Limited (JLR) proposes to undertake white water river rafting activities at Kali Adventure Camp. These activities shall be offered to JLR's guests and customers by engaging qualified and experienced Water Sports operator (hereinafter referred to as the "Operator") for the operation of white-water river rafting activities. JLR invites bids from Bidders having requisite experience and qualifications in the operation of white-water river rafting activities through the GoK e-Procurement portal (www.kppp.karnataka.gov.in).

Interested Operators may submit their Request for Proposals (RFP) for providing the services for JLR and requisite Earnest Money Deposit (EMD) through the e-Procurement platform of GoK at <https://www.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	03-03-2025 11:30HRS
2.	Last date for receiving queries/clarifications	03-03-2025 16:00HRS
3.	Last date for submitting proposals	10-03-2025 16:00HRS
4.	Opening of Technical Proposal	11-03-2025 16:30HRS
5.	Presentation on Technical Proposal	Will be intimated to Prequalified Bidders
6.	Opening of Financial Proposal	Will be intimated to Bidders meeting Technical Qualification Criteria.
7.	Earnest Money Deposit	INR 25,000/- (Rupees Twenty-Five Thousand only)

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

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

Sd/-

Senior General Manager
and Tender Inviting Authority
Jungle Lodges and Resorts Limited,
Bengaluru, Karnataka

Section 2. Information to Bidders

1. INTRODUCTION

- 1.1. The Client named in the “Data Sheet” will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected 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 arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed 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 interest’s paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1. Without limitation on the generality of this rule, bidders shall not be hired under the circumstances set forth below:
 - a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
 - b. Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the bidders.
 - 1.7.2. As pointed out in para. 1.7.1 (a) above, bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to

have the downstream assignment carried out, and if it is carried out, which bidder will be hired for the purpose.

- 1.8. It is 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 DOCUMENTS

- 2.1. Bidders may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet, before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the e-procurement website of Govt. of Karnataka (<http://www.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 e-procurement website and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

TECHNICAL PROPOSAL

- 3.2. In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3. While preparing the Technical Proposal, bidders must give particular attention to the following:
- a. If a 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 bidder(s) and/or other bidder or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other bidders invited for this Assignment only with the approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the client to enter into a Joint Venture with bidders not invited for this assignment.
 - b. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.
 - c. It is desirable that the majority of the key professional staff proposed to be permanent employees of the firm or have an extended and stable working relationship with it.
 - d. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - e. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - f. Reports to be issued by the bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- i. Technical Proposal Submission Form duly signed by the authorised representative of the 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. Power of Attorney of the Authorized Signatory (Section 3E)
 - vi. Undertaking for Experience and Qualification for Operation of White Water River Rafting Activities (Section 3F)
 - vii. Undertaking for Trained Human Resources and Deployment of Resources on Project (Section 3G)
 - viii. Certificate of Financial capacity of the Bidder from statutory auditor in the prescribed format (Section 3H)
 - ix. Pro Forma for Consortium Agreement Form (Section 3I)
 - x. Power of Attorney for Lead Member of Consortium (Section 3J)
 - xi. Checklist for Technical Forms (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. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

- 3.6. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the 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 e-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 e-procurement portal. The documents and details mentioned in Clause 3 above shall be submitted online on website <https://www.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 e-Procurement website <https://www.kppp.karnataka.gov.in> under login for Contractors. Bidders must get themselves registered, acquainted and trained on the procedure of participating in e-Procurement.
- 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 e-Procurement portal along with the Technical Bid
- 4.4.2. Bidders can pay the EMD in the e-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 e-Procurement, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.
 3. For the details on e-Payment services refer to e-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 e-procurement. 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 e-Procurement portal.
 - 4.9. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on e-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 e-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 e-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 e-Procurement 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:

- 4.14.5. if the Bidder withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity;
- a. if the Bidder does not accept the correction of the Contract Price; or
 - b. 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
 - iv. In case of the Bidder submitting 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 opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.5. 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 will select the lowest proposal ('evaluated' price). 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 selected Bidder will then work out final Terms of Reference, staffing, activities, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the selected Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4. Having selected the successful 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 successful Bidder will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second highest financial proposal for negotiations. The process will be repeated until an agreed contract is concluded.

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 Bidders that they were unsuccessful through e-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 Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the Client's 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 G; 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
 1. either invite the Bidder with the next best offer for negotiations, or
 2. 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 BIDDERS

Sl. No.	Section	Title	Details
1.	1.1	Name of Client	Jungle Lodges and Resorts Limited
2.	1.1	The Method of Selection is	Least Cost Selection (LCS)
3.	1.2	A Technical and a Financial Proposals are requested:	Yes
4.	1.2	Name and Description of Assignment	<p>The name, objectives, and description of the Assignment are:</p> <p><i>“Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp”</i></p> <p>Objective:</p> <p>JLR proposes to undertake white-water river rafting activities at Kali Adventure Camp. These activities shall be offered to JLR’s guests and customers by engaging qualified and experienced Water Sports Operator for the operation of white-water river rafting activities.</p> <p>The Contract will 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 by mutual agreement after a performance review by JLR.</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	Pre-proposal conference time and date	A Pre-proposal conference will be held: Yes Time & Date as notified in the Government of Karnataka e-procurement portal
7.	1.4	Pre-proposal conference venue	<p>Jungle Lodges and Resorts Limited, (JLR) Ground Floor, Khanija Bhavan, West Wing, 49 Racecourse Road, Bangalore – 560001 Phone: 080 4055 4055</p> <p>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: 080 4055 4055</p> <p>Email: yugaraj@junglelodges.com with a cc marked to info@junglelodges.com</p>

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

Sl. No.	Section	Title	Details
8.	1.5	The Client will provide the following inputs:	As per Terms of Reference
9.	1.7.2	The client envisages the need for continuity in downstream work	No
10.	1.8	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
11.	2.1	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified in the e-procurement portal through email to yuvaraj@junglelodges.com with a cc marked to info@junglelodges.com Requests for clarifications must carry the subject line " Queries for RFP for Selection of Water Sports Operator for Operation of White-Water River Rafting Activities Kali Adventure Camp "
12.	3.1	Language of the Proposal	English
13.	3.3 a	Bidder may associate with other participating bidders	Yes. Consortium or Joint Venture is permitted for this assignment. All Members of the Consortium must execute the Consortium Agreement (Pro forma at Section 3I) and Power of Attorney for the Lead Member of a Consortium (Section 3J).
13a.	3.3 a. i	Maximum number of firms permissible for a Consortium	Maximum 2 Members
13b.	3.3.a. ii	Name of the Consortium Partners	"Lead Member" and "Member Firm"
14.	3.3 b	The estimated number of key and sub key professional staff months required for the assignment is:	As per Section 5 Terms of Reference
15.	3.3 d	The minimum qualification and experience required for the proposed key and sub key professional staff	As per Terms of Reference
16.	3.3 f	Language of reports	English
17.	3.4 iii.	Description of methodology and work plan for performing the Assignment	As per Section 3D
18.	3.4 iv.	List of proposed staff	As per Terms of Reference

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

Sl. No.	Section	Title	Details
19.	3.4 v.	CVs of proposed key staff	As per Terms of Reference
20.	3.4 vi.	Estimates of total staff effort	Based on the Scope of Work, the successful Bidder shall form a multi-disciplinary team for undertaking this assignment.
21.	3.4 vii.	Training is an important feature of this Assignment	Not Applicable
22.	3.4 viii	Additional Information in the Technical Proposal includes	Not applicable
23.	3.7	Price of Services	<p>The Bidder shall express the price of their services as a Revenue Share percentage, inclusive of all applicable taxes, duties and cess. 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 Client shall pay the successful Bidder for the successful operation of White-Water River Rafting Activities at Kali Adventure Camp under the scope of this assignment. Kindly refer GC 1.1 of Section 6 for the definitions of Gross Revenue and Deductions.</p> <p><i>For illustration,</i></p> <p><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 White Water river rafting activities 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>

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

Sl. No.	Section	Title	Details
			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. Any escalation in costs or modification in scope of work shall be as per the provisions of the Contract.
24.	3.8	Price Offer	<p>The Bidder shall submit the Revenue Share percentage that the Client shall pay to the Selected Water Sports Operator for the successful operation of White-Water River Rafting Activities as the price offer as per Form 4A in the relevant slot provided on the e-procurement portal for all the services sought by the Client in the Terms of Reference.</p> <p>The Revenue Share percentage should be entered as a percentage up to two decimal places.</p> <p><i>The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.</i></p>
25.	3.9	Validity of Proposal	180 days from submission of Proposal
26.	4.6	Last Date and time for submission of proposal	As notified in the Government of Karnataka e-procurement portal
27.	5.1	The address to send information to the Client is:	Jungle Lodges and Resorts Limited (JLR) Ground Floor, West Wing, Khanija Bhavan, 49 Racecourse Road, Bangalore – 560001
28.	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.	Clause	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
1.	<p>Legal Entity:</p> <p>The Bidder should be a company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto or a registered Partnership Firm under The Indian</p>	<ul style="list-style-type: none"> If the Bidder / Lead Member of the Consortium / Member Firm of the Consortium is a company – <ul style="list-style-type: none"> Copy of Certificate of Incorporation countersigned by statutory auditor

Sl. No.	Clause	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	<p>Partnership Act 1932 or Limited Liability Partnership Act 2008 or a Sole Proprietorship registered under the relevant Shops and Establishment Act with a registered office and operations in India.</p> <p>If the Bidder is a Consortium, the above shall apply to the Lead Member as well as all the Member Firms. Relevant supporting documents must be submitted for the Lead Member as well as all the Member Firms. All Member Firms of the Consortium must execute the Consortium Agreement in the format at Section 3I.</p>	<ul style="list-style-type: none"> ○ Copy of Memorandum of Association and Articles of Association ● If the Bidder / Lead Member of the Consortium / Member Firm of the Consortium is a partnership firm or a limited liability partnership – <ul style="list-style-type: none"> ○ Copy of Registration Certificate countersigned by statutory auditor ○ Copy of Partnership Deed ● If the Bidder / Lead Member of the Consortium / Member Firm of the Consortium is a sole proprietorship – <ul style="list-style-type: none"> ○ Copy of registration documents under applicable Shops and Establishment Act. ● If the Bidder is consortium, all Member Firms of the Consortium must execute the Consortium Agreement in the format at Section 3I. ● Bidder's References at Section 3B by the Bidder / All the Member Firms of the Consortium. ● All Bidders / All the Member Firms of the Consortium should submit the following documents – <ul style="list-style-type: none"> ○ Self-attested copy of PAN ○ Self-attested copy of GST registration ○ IT returns for the last completed financial year (FY 2023-24) ○ Copy of certificate for valid registration with Labour Department, Government of Karnataka
2.	<p>Years of Experience in White Water River Rafting Activities</p> <p>The Bidder should have experience in the operation of river rafting activities in at least 2 years of the last 7 years (<i>i.e., at least since April 2017</i>)</p> <p>If the Bidder is a Consortium, either the Lead Member or the Member Firm should have experience in the operation of river rafting activities in at least 2 years of the last 7 years (<i>i.e. at least since April 2017</i>)</p>	<ul style="list-style-type: none"> ● Bidder's References at Section 3B duly filled in by the Bidder / All the Member Firms of the Consortium ● Undertaking for Experience and Qualification for Operation White Water River Rafting Activities at Section 3F duly filled in by the Bidder / relevant Member Firm of the Consortium (either the Lead Member or the Member Firm having the requisite experience)
3.	<p>Average Annual Turnover:</p> <p>The Bidder should have had a minimum average annual turnover of INR 10 Lakh (Rupees Ten Lakhs) in each of the last 3 (three) completed financial years (<i>i.e.</i> FY 2021-22, FY 2022-23 and FY 2023-24)</p>	<ul style="list-style-type: none"> ● Certificate from a Statutory Auditor showing the turnover of the Bidder / relevant Member Firm of the Consortium (either Lead Member or any of the Member Firms) for the last three Financial Years (<i>i.e.</i>, FY 2021-22, FY 2022-23 and FY 2023-24) in the format available in Section 3H

Sl. No.	Clause	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	<p>If the Bidder is a Consortium, either the Lead Member or the Member Firm should have had a minimum average annual turnover of INR 10 Lakh (Rupees Ten Lakh) in each of the last 3 (three) completed financial years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24). The turnover of only one of the Member Firms shall be considered.</p> <p>Note: For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the contract. The Financial Capacity of the parent/subsidiary/associate entities of the Bidder would not be considered for evaluation</p>	
4.	<p>Not Blacklisted/ Barred</p> <p>The Bidder / all Member Firms of the Consortium should not have been blacklisted/ barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> • Technical Proposal Submission Form at Section 3A
5.	<p>Power of Attorney of Authorised Signatory:</p> <p>The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.</p> <p>If the Bidder is a Consortium, it must submit the following –</p> <ul style="list-style-type: none"> • Power of Attorney in favour of the Lead Member of the Consortium in the format at Section 3J • Duly executed Power of Attorney in favour of the Authorized Signatory of the Lead Member of the Consortium or a Copy of Board Resolution duly authorizing signatory for signing this bid. 	<ul style="list-style-type: none"> • Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder / Lead Member of the Consortium or a Copy of Board Resolution duly authorizing signatory for signing this bid (Suggested format at Section 3E) • If the Bidder is a Consortium, Power of Attorney in favour of the Lead Member of the Consortium in the format at Section 3J must also be submitted.
6.	<p>Qualification for Operation of White Water River Rafting Activities:</p> <p>The Bidder shall form a multi-disciplinary team with the requisite qualified manpower for undertaking the assignment.</p>	<ul style="list-style-type: none"> • Undertaking for Trained Human Resources and Deployment of Resources on Project at Section 3G.

Sl. No.	Clause	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	<p>The Bidder should have at least 5 (five) trained human resources as per the following minimum requirements –</p> <ul style="list-style-type: none"> • At least 1 (one) personnel with valid certification in both of the following – <ul style="list-style-type: none"> ○ Life Saving Technique (LST) / Water Safety and Rescue Techniques or White Water Rescue Technician (WRT) certification ○ A certification from the operator that the individual “has experience of minimum 2 years in assisting white water river rafting activities and is independently capable of guiding groups and carrying out rescue operations for white water rafting” • At least 4 (four) personnel with valid certification Life Saving Technique (LST) / Water Safety and Rescue Techniques <p>The certification must be issued by a competent authority such as NIWS / ATOAI / GETHNAA or similar authority within India. An indicative list of competent authorities for the above-mentioned criteria is provided in Annexure 4.</p> <p>If the Bidder is a Consortium, the Lead Member of the Consortium must fulfil the requirements for trained human resources as specified above.</p>	
7.	<p>Overall Experience in White Water River Rafting Activities:</p> <p>The Bidder should have experience of undertaking at least 1 (one) similar assignment where they operated white water river rafting at one or more distinct locations for a total duration of at least 7 months in any of the past 7 years (i.e., since April 2017 onwards).</p> <p>If the Bidder is a Consortium, either the Lead Member or the Member Firm should have experience of undertaking at least 1 (one) similar assignment where they operated white water river rafting at one or more distinct locations for a total duration of at least 7 months in any of the past 7 years (i.e., since April 2017 onwards).</p> <p>The supporting documents (work order / contract / completion certificate / performance certificate) for the assignment for assessment of eligibility</p>	<ul style="list-style-type: none"> • Bidder’s References at Section 3B • 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 proof for the respective assignment – <ol style="list-style-type: none"> 1. Work Order 2. Agreement 3. Contract 4. Purchase Order 5. License / Concession for Operation of White Water River Rafting activities 6. Completion Certificate 7. Certificate of Satisfactory Performance 8. Payments towards the assignment certified by statutory auditor or chartered accountant

Sl. No.	Clause	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	must clearly indicate the location where the assignment was undertaken, and that operation of White-Water River Rafting activities was a part of the assignment.	

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	40marks
TOTAL		100 marks

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)
1. Experience of the Bidder as an Independent Firm			
1.	<p>Average Annual Turnover:</p> <p>The Bidder should have a minimum average annual turnover of INR 10 Lakh (Rupees Ten Lakh) in the last 3(three) completed financial years (i.e.FY 2021-22, FY 2022-23 and FY 2023-24)</p> <p>If the Bidder is a Consortium, either the Lead Member or the Member Firm should have had a minimum average annual turnover of INR 10 Lakh (Rupees Ten Lakh) in the last 3 (three) completed financial years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24). The turnover of only one of the Member Firms shall be considered.</p> <ul style="list-style-type: none"> • For average annual turnover of at least INR 10(Ten) Lakh and up to INR 20 (Twenty) Lakh in the last 3 completed FYs(i.e., FY 2021-22, FY 2022-23 and FY 2023-24) – 5 marks • For average annual turnover greater than INR 20(Twenty) Lakhs in the last 3completed FYs(i.e., FY 	10 marks	<ul style="list-style-type: none"> • Certificate from a Statutory Auditor showing the turnover of the Bidder / relevant Member Firm of the Consortium (either Lead Member or any of the Member Firms) for the last three Financial Years(i.e. FY 2021-22, FY 2022-23 and FY 2023-24) in the format available in Section 3H

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
	2021-22, FY 2022-23 and FY 2023-24)– 10 marks		
2.	<p>Overall Experience with White Water River Rafting Assignments:</p> <p>The Bidder / Member Firms of the Consortium should have experience of undertaking at least 1 (one) similar assignment where they operated White Water River Rafting at <u>one or more distinct location</u> for a total duration of <u>at least 7 months</u> in the last 7 years preceding the proposal due date (i.e.since April 2017 onwards).</p> <ul style="list-style-type: none"> • For 1 such assignment – 30marks • For 2 such assignments – 35 marks • For 3 such assignments – 40 marks <p>The supporting documents (work order / contract / completion certificate / performance certificate) for the assignment for assessment of eligibility must clearly indicate the location where the assignment was undertaken and that operation of White-Water River Rafting activities was a part of the assignment. If the Bidder is a Consortium, the credentials of both the Lead Member and the Member Firm shall be considered.</p>	40 marks	<ul style="list-style-type: none"> • Bidder's References at Section 3B duly filled in by the Bidder / Lead Member of the Consortium • 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 proof for the respective assignment – <ol style="list-style-type: none"> 1. Work Order 2. Agreement 3. Contract 4. Purchase Order 5. License / Concession for Operation of White Water River Rafting Activities 6. Completion Certificate 7. Certificate of Satisfactory Performance 8. Payments towards the assignment certified by statutory auditor or chartered accountant
3.	<p>Overall Experience in operating White Water River Rafting Assignments within Karnataka:</p> <p>The Bidder / Member Firms of the Consortium should have experience of undertaking at least 1 (one) similar assignment where they operated White Water River Rafting <u>alone or more distinct location</u> for a total duration of <u>at least 7 months</u> in the last 7 years preceding the proposal due date (i.e. since April 2017 onwards).</p> <ul style="list-style-type: none"> • For 1 such assignment – 5 marks • For 2 such assignments – 7.5 marks • For 3 such assignments – 10 marks 	10 marks	<ul style="list-style-type: none"> • Bidder's References at Section 3B duly filled in by the Bidder / Lead Member of the Consortium • 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 proof for the respective assignment – <ol style="list-style-type: none"> 1. Work Order 2. Agreement 3. Contract 4. Purchase Order 5. License / Concession for Operation of White Water River Rafting Activities 6. Completion Certificate 7. Certificate of Satisfactory Performance

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
	<p>The supporting documents (work order / contract / completion certificate / performance certificate) submitted for the assignment for assessment of eligibility must clearly indicate the location where the assignment was undertaken, and that operation of White-Water River Rafting activities was a part of the assignment. If the Bidder is a Consortium, the credentials of both the Lead Member and the Member Firm shall be considered.</p>		<p>8. Payments towards the assignment certified by statutory auditor or chartered accountant</p>
Sub-Total		60 marks	
2. Approach & Methodology			
1.	<p>Experience with Similar Assignments:</p> <p>The Bidder shall briefly present their experience with undertaking similar assignments wherein they have provided water sports and adventures sports activities. The Bidder should also highlight the experienced staff from previous projects / assignments who shall be a part of this assignment.</p>	10 marks	<p>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.</p> <p>The Presentation is not required to be submitted at the time of submission of the Technical Proposal on the e-procurement portal. It must be presented to the Evaluation Committee as notified by the Client. A soft copy and one hard copy 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</p>
2.	<p>Feasibility Assessment:</p> <p>The Bidder shall have carried out a feasibility assessment for the project site – <i>Kali Adventure Camp</i> and shall present their findings to the Client.</p> <p>The findings should list out of water sports activities and adventure sports activities proposed to be undertaken. Bidders should refer to the Terms of Reference for the minimum list of activities to be undertaken.</p>	5 marks	
3.	<p>Approach and Methodology:</p> <p>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 for each White-Water River Rafting activity and growth plan with timelines for the</p>	15 marks	

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
	<p>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>		
4.	<p>Innovative Ideas and Suggestions</p> <p>The Bidder shall present innovative ideas / suggestions that they plan to execute to enhance the tourist experience during the assignment.</p>	5 marks	
5.	<p>Resource Deployment Plan:</p> <p>The Bidder shall describe their proposed team structure, availability of key personnel and qualified manpower and plan for deployment of resources for the successful execution of the assignment.</p> <p>The Bidder must showcase the team leader, guides and other staff and their relevant qualifications and experience during the presentation.</p>	5 marks	
Sub Total		40 marks	
Total Marks (Maximum Possible)		100 marks	

Note:

- The same assignments may be quoted for evaluation for Evaluation Criteria No. 2 and Evaluation Criteria No. 3 for the assessment of the Experience of the Bidder as an Independent Firm.
- For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project.
- The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the Contract.

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

Sl. No.	Section	Title	Details
29.	5.4	Minimum technical score	The Bidder must achieve a minimum of 60 marks overall for it to be eligible for opening of the Financial Proposal.
30.	5.7	Ranking of the Bidders	The Bidder quoting the lowest Revenue Share percentage shall be selected
31.	6.1	Address for negotiation	Jungle Lodges and Resorts Limited, Ground Floor, Khaniya 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 the following location, subject to approval by Deputy Commissioner, Uttara Kannada and any other applicable relevant authorities – <ul style="list-style-type: none"> • Kali Adventure Camp, Kogilban, Haliyal Taluk, Dandeli, Uttar Kannada District, Karnataka - 581325
33.	8.1	Performance Security	INR 5,00,000 (Rupees Five Lakh only)

Section 3. Technical Proposal – Standard Forms

- 3A.** Technical Proposal Submission Form.
- 3B.** Bidder's References
- 3C.** Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D.** Description of the methodology and work plan for performing the assignment.
- 3E.** Power of Attorney of Authorised Signatory
- 3F.** Undertaking for Experience and Qualification for Operation of White-Water River Rafting Activities
- 3G.** Undertaking for Trained Human Resources and Deployment of Resources on Project
- 3H.** Financial Capacity of the Bidder
- 3I.** Consortium Agreement Format
- 3J.** Power of Attorney for Lead Member of Consortium
- 3K.** Checklist for Technical Forms

3A. Technical Proposal Submission Form

[Location, Date]

FROM:

(Name of the Bidder)

TO:

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

Dear Sir:

Subject: Proposal for “Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp”

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the e-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 e-Procurement portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **“Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp”**

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/barred/show-caused against by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted/barred/show-caused 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 examined and have no reservations to the RFP Documents, including any Addendum issued by JLR.
8. I/We do not have any conflict of interest
9. 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

10. The Proposal is unconditional
11. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
12. 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.
13. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer (*Name of the Bidder*) shall not be withdrawn or modified during the period of validity or extended period of validity.
14. I, on behalf of the tenderer (*Name of the Bidder*), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then (*Name of the Bidder*) will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **one year** from the date of default.

If negotiations are held by the 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. Bidder's References

A. Details of the Bidder

Sl. No.	Criteria	Details
1.	Name of Company/Firm/Proprietorship	
2.	Country of Incorporation	
3.	Date of Incorporation and/or Commencement of Business	
4.	Number of years of experience of bidding entity with water sports activities	
5.	Number of years of experience of bidding entity with white water river rafting	
6.	Brief description of bidding entity including details of its main lines of business and proposed roles and responsibilities in this Project	
7.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
8.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
9.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
10.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone:

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

		Email:								
11.	Nature of Business	(such as Govt. Organization/Undertaking, Public/Private Ltd. Co., Partnership Firm, HUF, etc.)								
12.	Company or Firm registration details along with the supporting documents as specified in RFP									
13.	PAN Card Number. Self-attested copy to be enclosed.	Number: Enclosed: [] Yes [] No								
14.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: [] Yes [] No								
15.	Copy of IT Returns for the last completed financial year(FY 2020-21)	Enclosed: [] Yes [] No								
16.	Financial Eligibility of the Bidder	<table border="1"> <tr> <td></td> <td>2021-22</td> <td>2022-23</td> <td>2023-24</td> </tr> <tr> <td>Turnover in INR Lakh</td> <td></td> <td></td> <td></td> </tr> </table>		2021-22	2022-23	2023-24	Turnover in INR Lakh			
	2021-22	2022-23	2023-24							
Turnover in INR Lakh										

B. Summary of Experience

Using the format below, the Bidder shall provide a summary of their work experience with operation of Water Sports activities in the last **7(seven) years** since April 2017–

Sl. No.	Name of Client	Name of Assignment	Brief Description of Assignment (indicate the White-Water River Rafting and any other Water Sports activities undertaken)	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.								
6.								

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 work order / contract / agreement and certificate of completion/satisfactory performance for each reference assignment.

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

Sl. No.	Particulars	Details
1.	Name of Assignment	
2.	Name of Client	
3.	Location of Client	
4.	Contact Person for Client	<i>Name:</i> <i>Designation:</i> <i>Phone:</i> <i>Email:</i>
5.	Duration of Assignment	<i>Start Date:</i> <i>End Date:</i>
6.	Value of Assignment (Contract Value or Payments Received)	
7.	Objectives of the Assignment	
8.	Description of Water Sports Activities Provided	
9.	Key Personnel / Senior Staff involved for Assignment	
10.	Name and Role of Associated Agencies / Operators, if any	
11.	Brief Description of Results Achieved during Assignment	
12.	<p>Proof of Undertaking Assignment</p> <p>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 proof for the respective assignment –</p> <ul style="list-style-type: none"> • Work Order • Agreement • Contract • Purchase Order • License / Concession for Operation of White Water River Rafting Activities • Completion Certificate • Certificate of Satisfactory Performance 	<p><i>Type of Document:</i></p> <p><i>Date of Issue of Document:</i></p> <p><i>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</i></p>

Authorised Signatory: _____

Name and Title of Signatory: _____

Name of Bidder: _____

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.

3C. 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: _____

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

*(To be submitted as a PowerPoint Presentation by **Technically qualified bidder** to the Evaluation Committee at the time of the Technical Presentation)*

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 e-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

3E. Power of Attorney of Authorised Signatory

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment "**Selection of Water Sports Operator for Operation of White Water River Rafting Activities at Kali Adventure Camp**" by the Managing Director, Jungle Lodges and Resorts Limited (JLR) (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the 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)

3F. Undertaking for Experience and Qualification for Operation of White Water River Rafting Activities

(On the Letterhead of the Bidder)

[Location, Date]

TO:

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

Dear Sir,

Subject: Proposal for “Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp” – Undertaking regarding experience and qualification for operation of White-Water River Rafting Activities

I/we do hereby undertake the following that –

1. M/s _____ [Name of Bidder] has total experience of at least 7 months in operation of White-Water River Rafting activities since 01 April 2017
2. M/s _____ [Name of Bidder] has total experience of _____ years in operation of water sports activities. We have experience in providing undertaking the operation of following water sports activities for our clients –

[Kindly mention the type of Water Sports activities undertaken by the Bidder]

3. M/s _____ [Name of Bidder] has experience of undertaking operation of White-Water River Rafting for the following clients in the last 7 years (since April 2017)–

Sl. No.	Year	Name of Client	Name of Assignment	Location	White Water River Rafting Activities Operated
1.	2024				
2.	2023				
3.	2022				
4.	2021				
5.	2020				
6.	2019				
7.	2018				
8.	2017				

4. M/s _____ [Name of Bidder] holds the following certification / accreditation / license for the Operation of Water Sports and Adventure Sports Activities from NIWS / ATOAI / GETHNAA or similar competent authority within India –

Sl. No.	Certification / Accreditation / License	Authority / Institute / Agency	Date of Issue	Date of Validity
1.				
2.				
3.				
4.				

I/We are hereby enclosing copies of the certificates / supporting documents for SI. No. 4 above.

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

3G. Undertaking for Trained Human Resources and Deployment of Resources on Project

(On the letterhead of the Bidder)

To,

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

Dear Sir,

Subject: Proposal for “Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp” – Undertaking for Trained Human Resources and Deployment of Resources on Project

I/we do hereby undertake that we have the following trained human resources on our payrolls, and I/we are enclosing applicable valid certification / accreditation / license for each human resource –

- Human Resources with valid certification in **Life Saving Techniques (LST) / Water Safety and Rescue Techniques / WRT (White Water Rescue Technician) certification**, having experience of minimum 2 years in assisting white water river rafting activities and is independently capable of guiding groups and carrying out rescue operations for white water rafting

Sl. No.	Name	Position	Tasks	Relevant Certifications / Qualifications (Supporting documents to be enclosed)	Relevant Experience with similar assignments
1				<ol style="list-style-type: none"> Name of Certification: <ol style="list-style-type: none"> Type of Certification: Issuing Authority: Date of Issue: Date of Expiry: Name of Certification: <ol style="list-style-type: none"> Type of Certification: Issuing Authority: Date of Issue: Date of Expiry: 	<ol style="list-style-type: none"> Name of assignment: <ol style="list-style-type: none"> Location: Designation: Activities performed: Start Date on assignment: End Date on assignment: Name of assignment: <ol style="list-style-type: none"> Location: Designation: Activities performed: Start Date on assignment: End Date on assignment:

- Human Resources with valid certification in **Life Saving Techniques / Water Safety and Rescue Techniques**

Selection of Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp

Sl. No.	Name	Position	Relevant Certifications / Qualifications (Supporting documents to be enclosed)	Relevant Experience with similar assignments / projects
1			1. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry: 2. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry:	1. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment: 2. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment:
2			1. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry: 2. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry:	1. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment: 2. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment:
3			1. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry: 2. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry:	1. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment: 2. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment:
4			1. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry: 2. Name of Certification: a. Type of Certification: b. Issuing Authority: c. Date of Issue: d. Date of Expiry:	1. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment: 2. Name of assignment: a. Location: b. Designation: c. Activities performed: d. Start Date on assignment: e. End Date on assignment:

I/we do hereby undertake that if awarded the contract for this assignment,

- i. Deployment of any human resources for conducting / operating water sports activities for this assignment shall be in accordance with the terms and conditions of the contract
- ii. All human resources deployed by us for conducting water sports activities shall mandatorily hold a valid certification in Life Saving Techniques / Water Safety and Rescue Techniques from a competent authority in India.
- iii. Any human resources who drive power boat / water scooter / jet ski or similar water sports vehicles shall hold a valid certification for Power Boat Handling from a competent authority in India.
- iv. If I/we fail to abide by this condition, then the Client may take suitable action including forfeiture of performance security, termination of contract, and/or appropriate legal action.

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

3H. Financial Capacity of the Bidder

(On the Letterhead of the Bidder)

Date:

We have verified the relevant records of M/s. _____ [Name of the Bidder], and certify that their annual turnover in the last 3 (Three) financial years are as follows –

Annual Turnover			Average Annual Turnover for the last completed FYs
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(JLR).

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

3I. Consortium Agreement Format

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

Memorandum of Understanding

Between

_____,
and

Whereas Jungle Lodges and Resorts Limited (the “**Client**”), has invited proposal for **Selection of Water Sports Operator for Operation of White-Water Rafting at Kali Adventure Camp**, hereinafter called (the “**Project**”)

And Whereas _____ (the “**Lead Member**”) and _____ (individually, the “**Member Firm**”, collectively the “**Member Firms**”) have agreed to form a Consortium to provide the said services to the Client as Operator Services; and

Now, therefore, it is hereby agreed by and on behalf of the Member Firms as follows:

(i) _____ will be the Lead Member and _____ will be the Member Firms

(ii) _____ (Lead Member) shall be the in charge of overall administration of contract and shall be authorized representative of all Consortium members for conducting all business for and on behalf of the Consortium during the bidding process and subsequently, represent the joint venture for and on behalf of the Consortium for all contractual matters for dealing with the Client.

(iii) All Consortium partners do hereby undertake to be jointly and severally responsible for all the obligation and liabilities relating to the assignment and in accordance with the Terms and Conditions of the Request for Proposal.

(iv) Subsequently, if the Consortium is selected for the Project, a detailed contract indicating the specific project inputs and role of each consortium member shall be submitted to the Client

For

_____ (Name of Lead Member)

Managing Director/Head of the Firm
Address

For

_____ (Name of Member Firm)

Managing Director/Head of the Firm
Address

3J. Power of Attorney for Lead Member of Consortium

(To be executed on appropriate value stamp paper)

Whereas Jungle Lodges and Resorts Limited (the "Authority") has invited bids from pre-qualified and short-listed parties for the **Selection of Water Sports Operator for Operation of White-Water Rafting at Kali Adventure Camp** Project (the "Project").

Whereas,,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,

and

M/s....., having our registered office at, (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- *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 executant(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 a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

3K. Checklist for Technical Forms

Sl. No.	Criteria	Details	Comments
1.	3A. Technical Proposal Submission Form.	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
2.	3B. Bidder's References	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
3.	3C. 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"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
4.	3D. Description of the methodology and work plan for performing the assignment.	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
5.	3E. Power of Attorney of Authorised Signatory	<ul style="list-style-type: none"> Power of Attorney or Copy of Board Resolution Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
6.	3F. Undertaking for Experience and Qualification for Operation of White Water River Rafting Activities	<ul style="list-style-type: none"> Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
7.	3G. Undertaking for Trained Human Resources and Deployment of Resources on Project	<ul style="list-style-type: none"> Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
8.	3H. Financial Capacity of the Bidder	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
9.	3I. Consortium Agreement Format	<ul style="list-style-type: none"> Consortium Formed: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, <ul style="list-style-type: none"> Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
10.	3J. Power of Attorney for Lead Member of Consortium	<ul style="list-style-type: none"> Consortium Formed: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, <ul style="list-style-type: none"> Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	

Section 4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4A. Financial Proposal submission form

Note: Bidder should quote the percentage Revenue Share (up to two decimal places) for the tender in the e-procurement portal only. **The Technical Proposal should not have any information pertaining to the Financial Proposal**

To

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 Water Sports Operator for Operation of White-Water River Rafting Activities at Kali Adventure Camp.

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

Our attached Financial Proposal is the Percentage Revenue Share [Percentage amount in words and figures] that the Client shall pay to us if we are the Selected Bidder for the successful operation of White-Water River Rafting Activities at Kali Adventure Camp.

- **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 successful Bidder for the successful operation of White-Water River Rafting Activities at Kali Adventure Camp*

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

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

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

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Operator:

Address:

Section 5. Terms of Reference

1. Background

About Jungle Lodges and Resorts Limited

Jungle Lodges and Resorts Limited, 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 26 properties across national parks, wildlife sanctuaries and the coast, making it India's largest chain of resorts in wildlife tourism/ eco-tourism. Various outdoor activities such as trekking, camping, safaris, white water rafting, etc. are offered at these resorts. Apart from this, JLR also provides consultancy services to other state governments in promoting eco-tourism.

Demand for water-based adventure activities, such as kayaking, rafting, canoeing, rafting, river cruising, scuba diving, etc, have grown exponentially worldwide over the past few years. Such tourism activities support local economies, attracts high value customers and encourages sustainable practices. In this regard, JLR wishes to undertake white water river rafting activities at Kali Adventure Camp.

2. Objectives

JLR intends to undertake white water river rafting activities at Kali Adventure Camp by engaging qualified and experienced water sports operator (the “**Operator**”) for the operation of white water river rafting activities in accordance with the scope of services and industry best practices (the “**Activities**”).

3. Location for White Water River Rafting Activities

The selected Operator shall undertake white water river rafting activities at the below mentioned location in Karnataka, subject to permission from the relevant authorities–

Start Point	Ganeshgudi entry point, Opposite Hornbill River Resort, Ambeli Village, Ganeshgudi, Joida Taluk, Uttar Kannada District, Karnataka 581 365
End Point	Immediately after Moulangi Eco Park
Approximate Distance	~7 kms
Rafting Season	October to June
Trip Duration	2 hours to 2.5 hours per trip, depending on water level



The actual stretch for conducting white water river rafting activities shall be informed by JLR.

In addition to the above-mentioned location, JLR may also engage the selected Operator for undertaking white water river rafting activities at other JLR properties on mutually agreed terms and conditions.

4. Contract Period

The Contract will 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 on mutually agreeable terms after a performance review by JLR.

5. Scope of Services

The scope of services to be provided by the Operator 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 Operator 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. The Operator will have to follow the acts, norms and guidelines laid down by the State Government and Central Government for operations, cleanliness, insurance and safety.

5.2. The Operator must adhere to the following guidelines when undertaking the project –

1. “*Safety Norms for Watersports*” issued by National Institute of Water Sports, an autonomous body constituted under the Ministry of Tourism, Government of India.
2. *Indian Adventure Tourism Guidelines, Version 2.0 – 2017*(or revisions thereof) launched by Ministry of Tourism, Government of India along with Adventure Tour Operators Association of India.
3. ‘Adventure Sports Safety Guidelines’ issued by Department of Youth Empowerment and Sports, Government of Karnataka (DYES) and General Thimayya National Academy of Adventure (GETHNA) and amendments thereof.

An overview of these guidelines has been provided in Annexure 3. However, the Operator must review the guidelines in their entirety and ensure that they are updated on the latest norms and guidelines from relevant authorities. The Operator shall be solely responsible for compliance with applicable norms, guidelines, regulations and laws.

5.3. The Operator must also adhere to the terms and conditions as provided under Annexure 5.

5.4. Activities to be provided by Operator

5.4.1. The following activities are proposed to be provided through the Operator –

- White Water River Rafting

The Operator shall provide the above-mentioned activities during the Contract Period as per the agreed terms and conditions and in accordance with industry best practices.

5.4.2. Other related water sports activities may also be provided through mutual agreement between the Client and the Operator.

5.4.3. The Operator shall ensure that the quality of services provided is consistent with national / international standards.

5.5. Operation of White Water River Rafting Activities

5.5.1. The activities will be run in the name of Jungle Lodges and Resorts Limited. The Operator shall not use their branding for any services provided to the guests / customers.

5.5.2. The Operator shall ensure that they are compliant with applicable acts, rules, regulations and guidelines of relevant authorities during the operation of activities. The Operator shall submit a safety manual detailing the safety procedures, including search and rescue procedures before undertaking the assignment.

5.5.3. **Operational Season:** The Operational Season during which the activities shall be undertaken by the Operator is as follows –

Sl. No.	Location	Operational Season(subject to local conditions including water availability and permissions from relevant authorities)
1	Kali Adventure Camp	01 October – 30 June

The Operational Season specified above may vary from year to year depending on local conditions and is subject to approval by Deputy Commissioner, Uttara Kannada and any other applicable relevant authority. The Operator shall coordinate with the Client to ensure they are compliant with the Operational Season.

5.5.4. The Operator shall operate the activities on a continuous basis throughout the entire term of the assignment excluding the months not falling in the Operational Season. If the Operator fails to run the activities for a period of 30 days continuously during the committed Operational Season, the Client shall issue a notice to the Operator. If the Operator fails to respond to the notice or fails to operate the activities even after one month on the receipt of the notice without proper rationale, the Client shall forfeit the Performance Security and terminate the Contract.

5.5.5. The Operator shall take the rafting activities only through designated entry and exit routes. Any diversion will not be permitted. The guests / customers for the activities should enter only at recognized entry jetty point and go back through authorized exit jetty point with due supervision of the territorial forest staff as applicable.

5.5.6. The Operator shall display a signage / board showing the time schedule, tariff, routes earmarked, time stipulated etc., for information of the guests / customers and shall adhere to the same. The activities should be undertaken on the stipulated routes, to the convenience of the tourists and within the specified time. The display contents shall be approved by the Client.

5.5.7. Rafting rules, medical concerns, age limit, dress code and safety rules should be put up at a prominent place in Kannada and English by the Operator.

5.5.8. The Operator shall make all necessary arrangements for safety and keep a search rescue team available during operation of activities.

5.5.9. Each Guide must complete at least two familiarization runs under the supervision of the Operator's management and the Client's representatives before the commencement of each season or before undertaking commercial runs, as applicable.

5.5.10. Each trip shall have at least 2 Guides with one acting as the Safety Kayak. There should be one skilled manpower per craft.

5.5.11. There should be at least 2 crafts in water during operations. However, of these, both can be rafts/ kayaks or a combination of one raft and a safety kayak. This may be relaxed for float trips in case of rafts. For kayaks, a minimum of two should be in water.

5.5.12. The Operator shall ensure that for all activities, the minimum ratio of 1 trained professional for every 3 novices shall be maintained, with a minimum of 2 trained professionals for all trips, irrespective of group size.

5.5.13. The Operator shall ensure that no guests / customers may take the rafts independently.

- 5.5.14. All employees of the Operator working shall have identity cards with photographs duly attested by the relevant authority and will be displayed as chest badges while working. The Client shall facilitate the Operator in obtaining the identity cards from the relevant authorities.
- 5.5.15. **Standard Operating Procedure:** The Operator must maintain and update the Standard Operating Procedure (SOPs) for their operations. Besides covering the methodologies that are adopted by the Operator in organizing the activity, such as assessing medical condition and experience, procedure for conduct of the activity, avoidance of injury, safety precautions, communication, weather, procedure for emergencies, casualty evacuation, incident and accident reporting and feedback mechanism. Additionally, the SOPs must include an Emergency Action Plan (EAP) including rescues, evacuations and medical assistance must be in position. Staff/guides/drivers must be trained in all aspects of the Emergency Action Plan (EAP) periodically.
- 5.5.16. **Documentation:** The Operator must maintain, at the minimum, the following documentation –
- i. Details of all Guides and Instructors including, copies of certifications, record of experience and feedback from clients.
 - ii. Copies of all Permits, Permissions and Insurance required for operations.
 - iii. Copies of identification documents, Insurance cover, medical concerns and details of next of kin for all participants, guides and instructors.
 - iv. Copy of SOP's.
 - v. Current list of emergency contact numbers and Emergency Action Plan.

5.6. Facilities and Equipment provided by the Client

- 5.6.1. The Client shall provide the facilities listed in Annexure – 1 to the Operator. The Operator shall inform the Client of any additional facilities required for safe and successful operation of the activities.
- 5.6.2. The Operator shall undertake the maintenance of all facilities and equipment pertaining to the assignment.
- 5.6.3. The Client will provide necessary interfaces for electricity, water, and other utilities and facilities in respect of activities. The Operator shall utilize the Client's interfaces at their own cost.
- 5.6.4. The Client shall provide the equipment listed in Annexure – 1 to the Operator. The Operator shall inform the Client of any additional equipment required for safe and successful operation of the activities and for ensuring a memorable and attractive experience for guests / customers.

5.7. Equipment provided by Operator

- 5.7.1. The Operator shall be responsible for providing the equipment as listed in Annexure 2. The list of equipment is the minimum required for undertaking the activities and the Operator may provide other equipment that may be necessary for safe operation of the activities and ensuring a memorable and attractive experience for guests / customers. The Client shall provide storage space for the Operator's equipment and shall help in the transportation of the necessary equipment from storage to activity site and back.
- 5.7.2. The Operator shall provide details of the equipment being used including name of company, item-wise cost of equipment, year of manufacture, durability of equipment, etc. The Operator must make a presentation before the technical committee of the Client about the operation / working of the equipment and safety measures to be taken at the time of operation along with the details of the equipment proposed to be used by the Operator.
- 5.7.3. The Operator shall undertake the maintenance of all the equipment including safety equipment provided by the Client.

5.7.4. The Operator shall be responsible for bearing all the operational costs including fuel costs for the equipment.

5.7.5. The Operator shall be fully responsible for fire / theft / damage etc of the equipment.

5.8. Licenses, Clearances and Approvals

5.8.1. The Operator shall be solely responsible for obtaining all necessary sanctions, licenses, consent, clearances, approvals etc. for the successful operation and management of activities. The Operator shall be responsible for keeping such documents effective and in force at all material times throughout the term of the Assignment.

5.8.2. The Client shall facilitate the Operator on a best effort basis in obtaining the necessary sanctions consent, clearances and approvals for this assignment. However, the Operator shall be solely responsible for obtaining technical qualification such as licenses, certification, etc.

5.9. **Cleanliness:** The Operator shall be responsible for cleanliness in the areas of operation of activities and for ensuring that all forest and river areas where the activities are undertaken are kept free from litter. Failure of the Operator to comply may attract penalty and legal action from the Client.

5.10. **Waste Management:** The Operator shall work with the Client to ensure segregation of waste as per local laws and undertaking of waste management measures. Failure of the Operator to comply may attract penalty and legal action from the Client.

5.11. The Operator shall carry out the activities in accordance with the aesthetics, public peace, and tranquillity of the project site.

5.12. The Operator shall ensure that they do not make any unauthorized usage of the infrastructure at the properties.

5.13. The Operator is not entitled to entertain film shooting and extending such facilities without the permission of the Client.

5.14. **Sub-Contracting:** The Operator shall not sub-contract any other party for the operation of activities

5.15. The Operator shall ensure that the water bodies at the project site are not spoiled due to activities. The Operator shall cooperate with and help the Client in every possible way in maintaining the environment of the water bodies where they are undertaking Water Sports activities in.

5.16. The proposals and commitments made by the Operator as a part of their Approach and Methodology during the technical presentation shall remain binding on the Operator.

5.17. The Client may appoint an independent expert to monitor and evaluate the activities being operated by the Operator at the Kali Adventure Camp, on a quarterly basis.

6. Revenue Collection

6.1. Guests / Customers for Activities

6.1.1. The activities shall be offered on priority to the guests who are staying at the respective JLR property. The Client shall be responsible for the transportation of the guests to the activity site and back to the JLR property.

6.1.2. The activities may also be offered to direct customers and walk-in customers. However, such customers shall have to arrange for their own transportation to the respective JLR property. Transportation from the JLR property to project site may be arranged by the Client at cost to the such customers.

6.2. 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.

- 6.3. The Client shall have the right to fix, demand, collect, appropriate and revise the prices for the activities. The Operator may provide inputs for determination of the appropriate pricing for activities.
- 6.4. The Client shall be responsible for the billing and collection of fees / usage charges from guests / customers who intend to undertake activities and shall provide tickets / vouchers to the customers after receipt of payment. The Client shall appoint the required manpower for online and offline ticketing.
- 6.5. **Rafting Fees / Forest Entry Fees:** The Client shall collect the prescribed Rafting Fees / Forest Entry Fees from all customers / guests and shall ensure payment of the fees to the relevant authority.
- 6.6. The Operator shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.
- 6.7. The Client reserves the rights to provide complementary or discounted packages to any of its guests / customers for the water sports activities under this tender. However, the revenue share due to the Operator shall be calculated based on the full price of the said water sports activities.

7. Insurance to be taken out by the Operator

- 7.1. The Operator shall be responsible to take insurance for the tourists as well as operating staff and other technical staff and the copy of the same shall have to be deposited with the Client. The Client shall not be responsible in event of any mishap or unforeseen event/accident for operation of such activities by selected parties.
- 7.2. The Operator shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as specified below –

7.2.1. Operator

The Operator should have one of the three –

- i. Third Party Liability Insurance
- ii. CGLI – Comprehensive General Liability Insurance
- iii. Tour Operator Liability Insurance

Adventure Tour Operators must also consider having –

- iv. Personal Accident (PA) and Group Medical Cover (GMC) for their staff
- v. D&O insurance: Directors and Officers Liability Insurance
- vi. E&O Liability: Errors and Omissions Liability Insurance
- vii. Professional Liability Insurance cover for any independent guides / instructors engaged by the Operator

The cover for the Operator insurance shall be at least INR 20 Lakh per person

7.2.2. Operator's Personnel and Staff

- a. *All Personnel and Staff:* Client's liability and workers' compensation insurance in respect of the Personnel of the Operator in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate
- b. *Adventure Professionals:* The adventure professionals engaged by the Operator must have an accidental insurance cover, which includes adventure, or extreme or hazardous activities, which will protect them in the outdoors. The accidental insurance should provide coverage for:
 - i. Death & Disabilities
 - ii. Accidental hospitalization

- iii. Basic medical evacuation
- iv. Repatriation cover

A more comprehensive coverage could include advance treatment cover, Air Evacuation covers, Liability covers, Sickness and medical covers, advance financial covers for the family and travel insurance coverage.

The cover for the Operator's personnel and staff insurance shall be as per industry standards.

7.2.3. *Clients*

Insurance policy must have accidental protection or coverage for –

- i. Death & Disabilities
- ii. Accidental hospitalization
- iii. Basic medical evacuation

More advance policies can have in addition to above-mentioned covers –

- iv. Advance casualty evacuations with air/heli-rescue
- v. Coma cover
- vi. Financial covers

The basic cover per person should be as follows –

- Death & Disabilities: Basic cover should be equal to or more than INR 5 Lakh per person
- Accidental hospitalization: Basic cover for basic adventure activities should be equal to or more than INR 50,000 per person
- Basic medical evacuation: Basic cover for adventure in or near a city should be of INR 10,000 per person so as to at least offset the Road Ambulance costs.

7.2.4. *Gear and Equipment*

The Operator shall ensure sufficient insurance coverage for their gear and equipment including third party liability insurance as per industry standards.

7.2.5. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Operator's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.

7.3. The Operator shall ensure that the coverage is as specified under each head or as per statutory requirements, whichever is higher, giving each head sufficient amount to be utilized in case of an emergency.

7.4. The Operator shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid at the Client's request.

8. Manpower and Team Structure at the Location

8.1. The Operator shall make available a strong multi-disciplinary team at the identified location comprising of the necessary man power of personnel to undertake the agreed upon activities at the location during the entire term of the Assignment.

8.2. The minimum team structure at the location shall be as follows –

- a. **Project Manager:** There shall be one Project Manager with at least 10 years of experience in water sports and adventure tourism activities to act as the single point of contact for the Client.
- b. **Team Leader:** There shall be at least one Team Leader identified for the location. Each Team Leader must have the following minimum qualifications and experience –
 - i. Hold currently valid certification in Water Safety and Rescue Techniques from NIWS / ATOAI / GETHNA or similar competent authority within India

- ii. Hold currently valid certification in Life Saving Technique (LST) from a relevant competent authority
 - iii. Hold currently valid certification in basic First Aid / CPR or higher from a relevant competent authority
 - iv. Be highly proficient in swimming
 - v. Have at least 2 years of experience in conducting white water river rafting
 - c. **Guide:** There shall be at least two Guides identified for the location. Each Guide must have the following minimum qualifications and experience –
 - i. Undergone a certification course of at least 160 hours (minimum 21 days of course training in total) which includes on-river training from NIWS / ATOAI / GETHNAA or similar competent authority within India
 - ii. Hold currently valid certification in Water Safety and Rescue Techniques from NIWS / ATOAI / GETHNAA or similar competent authority within India
 - iii. Hold currently valid certification in Life Saving Technique (LST) from a relevant competent authority
 - iv. Hold currently valid certification in basic First Aid / CPR or higher from a relevant competent authority
 - v. Be highly proficient in swimming
 - vi. Have at least 2 years of experience in white water river rafting
 - d. **Support Staff:** The support staff proposed by the Bidder who are participating in the water-based activities must have the following qualifications and certifications –
 - i. Hold currently valid certification in Water Safety and Rescue Techniques from NIWS / ATOAI / GETHNAA or similar competent authority within India
 - ii. Hold currently valid certification in basic First Aid / CPR or higher from a relevant competent authority
 - iii. Be highly proficient in swimming
 - iv. Have at least 1 years of experience in conducting water sports activities
- 8.3. The Operator shall recruit, manage, and train all staff required for the assignment, including instructors, operators, guides and other necessary manpower.
- 8.4. All manpower engaged by the Operator for providing services under this assignment must have necessary the certifications / licenses / qualifications and experience for providing activities. The Operator shall submit the CV, photographs and copies of qualifications / certifications of all manpower engaged by the Operator for the assignment. The Client may undertake necessary verifications for the Operator's manpower at their discretion.
- 8.5. The Operator shall be responsible for the supervision, execution, and successful implementation of the Services. The Operator agrees to commit adequate skilled manpower resources to meet its obligation as per the scope of work.
- 8.6. The Operator shall be liable to pay the salaries, leaves, wages, and all other required benefits and legal dues payable to the manpower engaged by them. The Operator shall also comply with each and every provision of law applicable to their staff and employees.
- 8.7. The Operator's personnel shall be deployed at the project site. However, the Project Manager and necessary personnel should be available for the monthly meeting and quarterly performance review meeting. Additionally, they should make themselves available for any other meetings as notified at least 3 days in advance by the Client.
- 8.8. The Operator shall submit the profile of all functionaries to the Client for approval at least 15 days before the commencement of water sports operations and/or deployment in the project, as applicable. In the event of any change of any of the identified team members during the term of this Assignment, the same is to be conveyed to the Client in advance along with details of the new team member identified as a replacement. The new team member may be deployed only after approval of the Client.

- 8.9. The Operator shall ensure that the staff and key personnel are available to the Client as and when required by the Client and should be obliged to work closely with the Client's staff, act within its own authority and abide by directives issued by the Client. The Operator shall manage the activities of its personnel and will hold itself responsible for any misdemeanour
- 8.10. If the performance of any resource of the Operator is not up to the satisfaction of the Client or if any such staff misbehaves with any tourist(s) during the performance of the given assignment, the Operator shall, on the advice of the Client, remove such resource immediately without expressing any objection to the Client in any manner.
- 8.11. No staff of the Operator, at any stage, is entitled to claim being employee of the Client or stake claim for employment by the Client.

9. Reporting Requirement

9.1. Monthly Meeting

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

During the non-operating season, the meetings may be held as per the Client's requirements.

9.2. Quarterly Review Meeting

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

During the non-operating season, the meetings may be held as per the Client's requirements.

9.3. Monthly Progress Report

The Operator shall submit a Monthly Progress Report to the Client. The report is to be submitted by the 15th of the following month. The first report is due no later than 45 days from the date of commencement of the assignment

The Report shall summarize the Operator's performance over the last month and shall include a breakdown of number of tourists / visitors per activity offered.

No report is required to be submitted during the non-operating season.

9.4. Quarterly Progress Report

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

No report is required to be submitted during the non-operating season.

10. Obligations of Selected Operator

- 10.1. The Operator 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 Operator 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.

- 10.2. The Operator must demonstrate a good understanding of the Client's business and sales objectives. The Operator 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.
- 10.3. The Operator shall familiarise themselves on Government issued acts, rules, notifications, and guidelines for safe operation of activities. The Operator is solely liable for ensuring that they adhere to any such acts, rules, notifications, and guidelines issued by the Government of India or the Government of Karnataka.
- 10.4. The Operator shall ensure that its staff and management do not violate any of the conditions of the Karnataka Forest Act, 1963, Karnataka Forest Rules, 1969, the Forest (Conservation) Act, 1980 and the Wildlife (Protection) Act 1972, or any other law (including the orders/ guidelines) in force. In case of any violation, apart from the guest / customer concerned, the Operator also will be held responsible.
- 10.5. The Operator shall abide by the following Act and Rules –
 - i. The Payment of Wages Act, 1936
 - ii. The Workmen Compensation Act, 1923
 - iii. The Contract Labour (Regulation and Abolition) Act, 1970
 - iv. The Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - v. The Child Labour (Prohibition and Regulation) Act, 1986
 - vi. The Minimum Wages Act, 1948
 - vii. Any other relevant Acts and Rules for the activities undertaken by the Operator
- 10.6. The Operator, during the period of contract, will observe all statutory laws as laid down from time to time.
- 10.7. The Operator 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.
- 10.8. The Operator shall be wholly and fully responsible for the safety and lives of the customers and staff.
- 10.9. The Operator will endeavour to guard the Client against defects and deficiencies in the work.
- 10.10. The Operator 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.
- 10.11. The Operator will not generate any financial liabilities or encumbrance on the Client from its subcontractors, banks or other financial agencies and material suppliers.
- 10.12. The Operator shall render such other professional services as are necessary and incidental to the satisfactory completion of the work.
- 10.13. The Operator understands that this agreement is on a principal to principal basis and it does not constitute any partnership or agency between the parties. The Operator alone will be responsible for his employees or third parties for any injury caused to them due to the work of the Operator. Further if any claim is made against the Client for the aforementioned reasons, he will keep the Client duly indemnified.
- 10.14. The Operator shall provide the Client with prompt written notice of any changes in the Operator's name, ownership, or form of organisation. If the Operator is a Consortium, each member of the Consortium will be jointly and severally liable to the Client for the Operator's obligations under this Contract.

11. Reserved Rights of the Client

- 11.1. The Client assumes that the Operator 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.
- 11.2. The Client approval or review of reports shall not absolve the Operator from the responsibility and accountability of delivery of the assignment with quality.
- 11.3. The Client shall not be liable to the Operator for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Contract.
- 11.4. The Client will not be vicariously liable for any act of the Operator and the Operator shall alone be liable for violation of any law. The Operator agrees to indemnify the Authority from all claims.
- 11.5. No waiver by the Client of failure or failures by the Operator 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.
- 11.6. On violation of any of the above mentioned conditions by the Operator, the Client shall have all the powers to take needful actions such as imposing fine, ordering temporary closure of operation, suspending right of running the rafts, terminating contract, and/or confiscating part/complete depending upon the nature of the violation.
- 11.7. **Non-exclusivity:** The Operator is not assured of any exclusivity at any point in time over the entire duration of the Contract.

Annexure 1 –Facilities & Equipment to be provided by the Client

1. List of Facilities to be provided by Client

JLR shall provide the following facilities at the location for the conduct of white- water river rafting activities by the Operator –

1. Jetty
2. Changing Area
3. Storage Area for water sports equipment
4. Rest Area
5. Toilet
6. Transport to and from for in-house Guests of JLR, Operator's staff including Guides &relevant Equipment

Annexure 2 – Facilities and Equipment to be provided by the Operator

1. List of Facilities to be provided by Operator

The Operator shall provide the following minimum facilities at the location for the conduct of white-water river rafting activities by the Operator –

1. Signage as per the scope of services

The Operator shall consult with the Client to arrange for any other facilities that may be required for the operation of white- water rafting activities.

2. List of Equipment to be provided by Operator

The Client shall provide the following minimum equipment in sufficient numbers at the location for conducting white-water river rafting activities by the Operator –

Sl. No.	Equipment	Details
1.	Rafts	<ul style="list-style-type: none"> • All rafts must be self-bailable and of reliable brands like NRS, Hyside, Avon, Achilles, Zebec, Aire, Star, or equivalent, preferably of Hypalon material or PVC with double wrap bottom / floor. • Each raft must have Rescue Throw bags(floating rope from Dyneema or equivalent make), Dry bags(NRS or equivalent make) • Each raft must have a throw bag (rescue bag) with floating rope of atleast 50 + feet and with a tensile strength of at least 1800 pounds. • Each raft must have a bailing bucket. • A flip line is recommended with all guides and for each raft. • All rafts must have a safety line going all around the raft. Besides, a bow-line and a stern line are also preferred.
2.	White Water Kayak	<ul style="list-style-type: none"> • White water kayaks of Brands like: Perception, Wave sport, Pyranha, Dagger, Riot, Jackson etc or equivalent.
3.	Helmets	<ul style="list-style-type: none"> • Helmets should be of ABS plastic shell, should protect ear and a secure strap a must. Reliable brands are Protec, NRS, Sweet, Palm, WRSI or equivalent
4.	Paddles / Oars	<ul style="list-style-type: none"> • Paddles / oars should be of High-density Polyethylene or Carbon Kevlar. Reliable brands like Carlisle, Werner, AT or equivalent • Oar rafts must carry at least one spare oar
5.	Personal Flotation Device	<ul style="list-style-type: none"> • Personal floatation device as per International Rafting Federation (IRF) standards, with 3 side straps and 3 mid buckle, with hood, Type V. • The life jackets must have adequate buoyancy (minimum of 7 kg. but preferably 9 to 10 Kg), and must meet the specification of US Coast Guard type III or V Inflatable (should be of International Rafting Federation prescribed standards) • Inflatable and “Keyhole” type jackets are not allowed for white water rafting and kayaking.
6.	First Aid Kit	<ul style="list-style-type: none"> • All trips must carry a well-equipped water proof First Aid kit (containing triangular bandages, sterile pads, gauge roller bandages, pressure bandages, First Aid adhesive tape, splints, scissors)
7.	Repair Kit	<ul style="list-style-type: none"> • All trips must carry a well-equipped repair kit (containing half meter of repair material, glue and accelerator, sand paper and waterproof repair tape)
8.	Pump	<ul style="list-style-type: none"> • All trips must carry a pump

Sl. No.	Equipment	Details
9.	Personal Equipment for Guides & Staff	<ul style="list-style-type: none">• Guides should have River knife (to handle entanglements) and preferably a waist rescue bag• Appropriate shoes/sandals/booties are a must for rafting
10.	Other safety and security materials as per project requirements	

The Operator shall consult with the Client to arrange for any other equipment that may be required for the operation of white-water rafting activities.

Annexure 3 – Overview of Operating Instructions for River Rafting

The following overview of operating instructions for River Rafting have been taken from the “*Safety Norms for Watersports*” issued by National Institute of Water Sports and “*Indian Adventure Tourism Guidelines (version 2)*” issued by Adventure Tourism Operators Association of India and the ‘*Adventure Sports Safety Guidelines*’ issued by Department of Youth Empowerment and Sports, Government of Karnataka (DYES) and General Thimayya National Academy of Adventure (GETHNAA). The Operator must review the guidelines in their entirety and ensure that they are updated on the latest norms and guidelines. The Operator shall be solely responsible for compliance with applicable norms, guidelines, regulations and laws.

Operating Instructions:

- There shall be at least two crafts on the water during operation. However, of these, both can be rafts/ kayaks or a combination of one raft and a safety kayak. This may be relaxed for float trips in case of rafts. For kayaks, a minimum of two should be in water.
- All rafters/kayakers including guides must strictly wear a life jacket at all times while in the water. The life jackets must have adequate buoyancy (minimum of 6.14 kg. but preferably 9 to 10 Kg.) must meet the specification of US coast guard type III or V. Inflatable and the “keyhole” type jackets are not recommended.
- Guides must ensure that the life jackets are worn snugly before the trip starts. Helmets are mandatory for rafters irrespective of whether the rafting takes place through rapids or under normal flow. It should also be properly strapped.
- Non-swimmers should not be allowed on rapids above Grade III.
- Guides/ Expedition leader must ensure that a thorough safety briefing, covering all pertinent details for a particular trip, is given before each trip. The trip leader must ensure that guests are in suitable attire (bulky cloths, sarees, turbans, neck ties, long skirts and three piece suits are to be totally avoided). Appropriate shoes/sandals/booties are a must for rafting.
- All rafting activities must begin with a thorough safety briefing. Operators must ensure that clients are briefed about the appropriate dress code, medical concerns and age limit prior to the rafting trip. The briefing must highlight the equipment used, do's and don'ts, falling out of rafts, rescue bags, flips, rescue and emergency procedures. The correct drill for rescue by a safety kayaker must also be demonstrated.
- Participants with any medical condition making them unfit for participation must not be allowed to participate. People suffering from any serious ailments, weak heart conditions, epilepsy and expectant mothers should not be allowed on raft.
- Age Limit of Participants: 14 years on all sections of the river and relaxed to 10 years on grade II, easy sections.
- Non-swimmers should not be allowed to body-surf.
- Trip must be timed in such a manner to finish it at least an hour before sunset.
- Anybody consumed alcohol (in any form or quantity) or illicit drugs at least six hours prior to the expedition must not be allowed to get on the craft.
- All trips must carry a well-equipped First Aid kit, repair kit and a pump.
- Oar rafts must carry at least one spare oar

- It is mandatory for all outfitters and guides to maintain a log book. It should contain the details of the trip viz. number of boards/ passengers, river map, river geography- including gradient, rapids and its height/elevation, water level, velocity- gadgets on board, accident or untoward incidents or injuries etc. The outfitter and guide log books must be signed by the senior guide / Expedition leader after every expedition.
- A liability waiver and medical form clearly highlighting the risk involved and that participants are in good health, without any serious medical concerns, must be signed by all participants prior to the commencement of the activity.
- Rafting rules, medical concerns, age limit, dress code and safety rules should be put up at a prominent place in Kannada, English, Hindi and local language.
- The river/ beach must be kept clean.
- Nothing should be done to offend the local people or to harm the flora and fauna of the area.

Annexure 4 – Indicative List of Competent Authorities for Certification of Adventure Sports and Allied Activities

The following is an indicative list of competent authorities. Other relevant authorities may also be deemed suitable by the Client on a case-to-case basis.

1. The following shall be considered as competent authority for certification in Adventure Sports activities –

- Adventure Tour Operators Association of India (ATOAI)
- General Thimayya National Academy of Adventure (GETHNAA)
- Department of Youth Empowerment and Sports, Government of Karnataka (DYES)
- National Institute of Water Sports (NIWS)
- Regional Water Sports Centre, Pong Dam, Himachal Pradesh (RWSC Pong Dam)
- Directorate General of Civil Aviation (DGCA)
- Indian Mountaineering Foundation (IMF)
- Nehru Institute of Mountaineering (NIM)
- Himalayan Mountaineering Institute (HMI)
- Atal Bihari Vajpayee Institute of Mountaineering and Allied Sports (ABVIMAS)
- Jawahar Institute of Mountaineering & Winter Sports (JIM)
- National Institute of Mountaineering and Allied Sports (NIMAS)
- Army Mountaineering Institute (AIM)
- Armed Forces Training establishments

Other relevant authorities may be deemed suitable by the Client on a case-to-case basis.

2. The following are considered as competent authority for certification in Life Saving Techniques, Basic First Aid, Advanced First Aid and CPR courses –

- International Red Cross
- Rescue International
- St. John's Ambulance
- Home Guard
- Wilderness Medicine Institute
- Indian Mountaineering Foundation and approved institutes (NIM, HMI, ABVIMAS, JIM, NIMAS, etc.)
- Armed Forces Training establishments

Other relevant authorities may be deemed suitable by the Client on a case-to-case basis.

Annexure 5 – Terms and Conditions to be Followed by Operator

The Operator must review these terms and conditions in their entirety and shall be solely responsible for compliance while carrying out white water river rafting activities at the project site.

Start Point	Ganeshgudi entry point, Opposite Hornbill River Resort, Ambeli Village, Ganeshgudi, Joida Taluk, Uttar Kannada District, Karnataka 581 365
End Point	Immediately after Moulangi Eco Park
Approximate Distance	~7 kms
Rafting Season	October to June
Trip Duration	2 hours to 2.5 hours per trip, depending on water level

- Operating time :Operations to be commenced after sunrise and shall end two hours before sunset.
- Use of Plastic – The operational area is a no plastic zone and use of single use plastic is banned. Operator shall ensure no trace of plastic is left behind in the operational area.
- JLR shall not be responsible for loss of life, injury, mishap etc. caused by the activity or due to Man-animal conflict.
- The team shall not exploit the tree or any other vegetation.
- No damage shall be caused to the flora fauna of the forest.
- No disturbance or damage is to be caused to the Wildlife and its habitats.
- There shall be no disturbance or damage to the species belonging to RET category
- Movement within forest will be after sunrise up to 2 hours before sunset.
- Using of any type of musical instruments (system) is prohibited.
- Not Entitled to entertain video shooting, photography and extending such facilities without the permission of the appropriate authority
- The rafting route is under silent zone, hence making of noise is not permitted
- Use of electricity, carrying of explosives, arms and ammunitions and other dangerous weapons is not allowed.
- No garbage, plastics, derbies should be thrown in the forest, river or surrounding of the Rafting area, the area should be Plastic Free Zone for which care should be taken by the operator.
- The team should inform before entering the forest area and provide day to day information to the RFO.
- All the matters not specified and provided for these conditions the decision of the Deputy Conservator of Forests, Haliyal Division, Ganeshgud is shall be final.
- Consumption of Alcohol, Gutkha, and narcotics are strictly prohibited inside the Reserve Forests.
- Taking heavy vehicle inside the Reserved Forest area is prohibited.

- The party should leave River Rafting site well within specified time.
- Carrying / using of prohibited drugs, any kind of intoxication etc. should not be allowed. Smoking strictly prohibited.
- Any other condition as deemed fit can be imposed by the Chief Conservator of Forests, Kanara Circle and the Deputy Conservator of Forests, Haliyal Division, Ganeshgudi in the interest of forests and wildlife during the currency of the agreement period.

Section 6. Draft Contract for Operator's Services

Between

[Name of Client]

And

[Name of Operator]

Dated:

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 Race Course 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 “**Operator**” which expression shall include their respective successors and permitted assigns) on the Second Part

[Note: If the Second Party consists of more than one entity, the above should be partially amended to read as follows:

A consortium consisting of the following entities _____, [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 _____, 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 _____, each of which will be jointly and severally liable to the Client for the Operator’s obligations under this Contract (hereinafter called the “Second Party” or “Operator” which expression shall include their respective successors and permitted assigns) on the Second Part]

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

WHEREAS

1. The Client has proposed to undertake water sports activities at **Kali Adventure Camp** by engaging a qualified and experienced water sports operator for the operation of mechanized and non-mechanized water-based activities for the period agreed herein. In this regard, the Client had issued RFP No. _____ dated _____ for selection of a suitable operator.

2. After a competitive bidding process, the Operator has been selected to operate water sports activities at **Kali Adventure Camp** 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 Operator. The Operator has duly acknowledged the letter of intent vide its Letter No. _____ dated _____.
3. The Client has requested the Operator 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”**);
4. The Operator, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract (hereinafter called “GC”);
 - b. The Special Conditions of Contract (hereinafter called “SC”);
 - c. The following appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Resources Committed by the Operator
 - 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 Activities
 - Appendix G: Form of Guarantee for Performance Security (Proforma Bank Guarantee)
 - Appendix H: Letter of Acceptance issued by Client
 - Appendix I: Technical Presentation submitted by Operator
 - Appendix J: Power of Attorney submitted by Operator
 - Appendix K: Undertaking regarding Experience and Qualification of the Operator submitted by Operator
 - Appendix L: Standards, Guidelines, and Protocols to be followed by Operator
2. The mutual rights and obligations of the Client and the Operator shall be as set forth in the Contract, in particular:
 - a. The Operator shall carry out the Services in accordance with the provisions of the Contract;
and
 - b. The Client shall make payments to the Operator in accordance with the provisions of the Contract

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

FOR, AND ON BEHALF OF

The Jungle Lodges and Resorts Limited

(JLR)

By

(Authorized Representative)

Designation: Managing Director

FOR, AND ON BEHALF OF

_____ (*Name of Operator*)

By

(Authorized Representative)

Designation: _____

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 Operator 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 Operator 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 Forest Entry Fee, Rafting Fees, Travel Agent Commission, and 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 Operator
- 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 Operator to procure the requisite insurance in accordance with this Contract;
- b. Failure by the Operator to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
- c. Failure by the Operator 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 Operator in violation of any terms of this Contract;
- e. Failure by the Operator to observe or perform any of the Operator' 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 Operator 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 Operator' rights and obligations towards the Client under this Contract.
- r. **"Net Revenue"** means Gross Revenues less Deductions
- s. **"Party"** means the Client or the Operator, as the case may be, and "Parties" means both of them;
- t. **"Personnel"** means persons hired by the Operator 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 Operator shall carry out the Services
- v. **"Revenue Share Payment"** means the amounts payable by the Client to the Operator 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 Operator pursuant to this Contract as described in Appendix A; and
- y. **"Sub-Contractor"** means any entity to which the Operator 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 Operator, or a Sub-Contractor.

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 Operator may be taken or executed by the officials specified in the SC.

1.7. Taxes and Duties

The Operator, 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 Operator 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 Operator 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 Operator 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 Operator, suspend all payments to the Operator hereunder if the Operator 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 Operator to remedy such failure within a period not exceeding thirty (30) days after receipt by the Operator 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 Operator, 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 Operator 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 Operator (or any of their Members) become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Operator are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Operator, 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 Operator (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 Operator 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 Operator has repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract
- g. if the Operator 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 Operator has assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client
- i. If the Operator 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 Operator

The Operator 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 Operator 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 Operator 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 Operator may have subsequently approved in writing) following the receipt by the Client of the Operator' notice specifying such breach;
- c. if, as the result of Force Majeure, the Operator 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 Operator 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 Operator and equipment and materials furnished by the Client, the Operator 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 Operator:

- 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 OPERATOR

3.1. General

The Operator 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 Operator 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 Operator 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. Operator Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Operator pursuant to Clause GC 6 shall constitute the Operator' sole remuneration in connection with this Contract or the Services, and the Operator 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 Operator 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 Operator, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Operator 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 Operator in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Operator and Affiliates Not to engage in certain Activities

The Operator agree that, during the term of this Contract and after its termination, the Operator 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 Operator 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 Operator, 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 Operator

The Operator

- 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. Operator' Actions Requiring Client's Prior Approval

The Operator 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 Operator 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 Operator"), and
- c) any other action that may be specified in the SC.

3.6. Reporting Obligations

The Operator 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 Operator to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Operator in accordance with Clause GC 3.6 shall become and remain the property of the Client, and the Operator 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 Operator may retain a copy of such documents and software. The Operator 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 Operator by the Client or purchased by the Operator 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 Operator 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 Operator, 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 Operator 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 Operator shall provide the Client with prompt written notice of any changes in the Operator's name, ownership, or form of organisation.

4. OPERATOR' 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 Operator' 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 Operator, it becomes necessary to replace any of the Key Personnel, the Operator 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 Operator 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 Operator 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 Operator and the Personnel and any Sub-Contractor employed by the Operator 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 Operator, 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 Operator 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 Operator as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Operator for the performance of the Services, (ii) the manner in which the Operator shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Operator as a result thereof.

6. PAYMENT TO THE OPERATOR

6.1. Revenue Share Payment

Subject to the provisions of this Contract, and in consideration of the Operator having been awarded the Contract to provide the Services, the Client agrees and undertakes to pay monthly 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 Operator and according to the payment schedule stated in the SC.

6.5. Mode of Payment

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

6.6. Penalty for Deficiency in Service

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

6.7. Performance Security

6.7.1. The Operator shall furnish the Performance Security in accordance with Clause 8 of Section 2 of the RFP document.

6.7.2. The Operator 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 Operator 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 Operator 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 Operator 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 Operator or to any other Party.

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

6.7.4. In the event of any contract amendment, the Operator 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.

6.7.5. 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 Operator 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 Operator is not able to deliver the services as envisaged in the Scope of Services/Terms of Reference

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 Operator 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 Operator of any of its obligations under this Contract, except to the extent that any such claim has
- ii. arisen due to breach by the Operator 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 Operator, 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 Operator 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 Operator and accordingly, except as otherwise may be permitted herein, the Operator 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 Operator, 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.

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 Operator shall undertake the activities

Location	Address
Kali Adventure Camp	Kogilban, Haliyal Taluk, Dandeli, Uttar Kannada District, Karnataka – 581325

A tentative stretch for conducting white water river rafting activities shall start from Ganeshgudi entry point located opposite Hornbill River resort to Moulangi Eco Park. This tentative stretch is about 7 km in length. The actual stretch for conducting white water river rafting activities shall be decided by JLR.

In addition to the above-mentioned location, JLR may also engage the selected Operator for undertaking white-water river rafting activities at other JLR properties on mutually agreed terms and conditions.

[1.1 (aa)] 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 Operator: _____
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.

Operator shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney (Section 3J in the RFP)

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 Operator:

Name: _____
Designation: _____
Name of Operator: _____
Address: _____

[1.7.1] The Operator 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 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 by mutual agreement after a performance review by JLR. 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 Operator is specified in the Terms of Reference (the "ToR") at Appendix A of this Contract. The Operator 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 Operator

The Operator shall take out insurance as specified under *Clause 7 Insurance to be taken out by the Operator* of the Terms of Reference as provided in Appendix A.

[3.5(a)] Subcontracting is permitted after obtaining the necessary approvals from the Client.

[3.5(c)] The other actions are as per Appendix A of the Contract

[4.1] Subcontracting is permitted after obtaining the necessary approvals from the Client.

[5.1] Client shall use its best efforts as specified in Clause GC 5.1

[5.1.c)] Any such other assistance as may be required for prompt and effective implementation of the Services

[6.2] The percentage Net Revenue share is ___% (_____ percent).

The Revenue Share percentage is the percentage of **Net Revenue** (Gross Revenue less Deductions) that the Client shall pay the successful Bidder for successfully undertaking the Services under the scope of this assignment.

[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 Operator shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client. The Client reserves the rights to provide complementary or discounted packages to any of its guests / customers for the water sports activities under this tender. However, the revenue share due to the Operator shall be calculated based on the full price of the said water sports activities.

The Client shall make **Monthly Revenue Share Payment** on the Net Revenue collected for the month to the Operator in accordance with the schedule provided in Appendix E. Payments for the first monthly revenue share payments shall be made by the Client within 15 days of the completion of the first month of operations. Subsequent monthly revenue share payments shall be made within 15 days of the completion of the respective month.

There shall be no payment to the Operator during the months wherein white-water river rafting activities have not been undertaken.

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

- a) The Operator shall be paid for their services as per the Payment Schedule subject to the Operator fulfilling all conditions as per the Terms of Reference
- b) No payment shall be due for the next milestone till the Operator completes, to the satisfaction of the Client, the work pertaining to the preceding milestone.
- c) The Client shall pay to the Operator only the undisputed amount.

[6.4.1] For any work that may be required for successful implementation / execution of a project, but which is outside the scope of work detailed in Appendix A, payment will be made on the basis of cost estimates to be submitted by the Operator. The rate reasonability of the cost estimates shall be decided by a committee constituted by the Client for this purpose.

[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 Operator, then the remuneration otherwise payable to the Operator 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.

[6.4.4] Due dates are as per Appendix E.

[6.4.5] 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 Operator to the Client within 30 (thirty) days after receipt by the Operator of notice thereof. Any delay by the Operator in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

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

[6.5.1] The account details of the Operator are as follows –

Bank Name: _____

Branch Name: _____

Account Number: _____

NEFT IFSC: _____

Branch Address: _____

PAN: _____

Account Type: _____

[6.6] Penalty for Deficiency in Service

[6.6.1] 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)

[6.6.2] If any of the services performed by the Operator 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 Operator 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.

[6.6.3] Failure of the Operator 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.

Appendices

APPENDIX A: DESCRIPTION OF SERVICES

A.1 List of Activities

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

1. White Water River Rafting

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

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 OPERATOR

C-1: List of Key Personnel

To be provided by the Operator. Relevant qualifications and capabilities of the Key Personnel must be specified.

C-2: List of Equipment

To be provided by the Operator.

As per Annexure 2 of the RFP.

C-3: List of Facilities

To be provided by the Operator.

As per Annexure 2 of the RFP.

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

APPENDIX E: REVENUE SHARE PAYMENT SCHEDULE

Revenue Share Payment: ___% of Net Revenue

Sl. No	Year	Month	Cumulative Month	Due Date
1	Year 1	Month 1	Month 1	Within 15 days of completion of month
2	Year 1	Month 2	Month 2	Within 15 days of completion of month
3	Year 1	Month 3	Month 3	Within 15 days of completion of month
4	Year 1	Month 4	Month 4	Within 15 days of completion of month
5	Year 1	Month 5	Month 5	Within 15 days of completion of month
6	Year 1	Month 6	Month 6	Within 15 days of completion of month
7	Year 1	Month 7	Month 7	Within 15 days of completion of month
8	Year 1	Month 8	Month 8	Within 15 days of completion of month
9	Year 1	Month 9	Month 9	Within 15 days of completion of month
10	Year 1	Month 10	Month 10	Within 15 days of completion of month
11	Year 1	Month 11	Month 11	Within 15 days of completion of month
12	Year 1	Month 12	Month 12	Within 15 days of completion of month
13	Year 2	Month 1	Month 13	Within 15 days of completion of month
14	Year 2	Month 2	Month 14	Within 15 days of completion of month
15	Year 2	Month 3	Month 15	Within 15 days of completion of month
16	Year 2	Month 4	Month 16	Within 15 days of completion of month
17	Year 2	Month 5	Month 17	Within 15 days of completion of month
18	Year 2	Month 6	Month 18	Within 15 days of completion of month
19	Year 2	Month 7	Month 19	Within 15 days of completion of month
20	Year 2	Month 8	Month 20	Within 15 days of completion of month
21	Year 2	Month 9	Month 21	Within 15 days of completion of month
22	Year 2	Month 10	Month 22	Within 15 days of completion of month
23	Year 2	Month 11	Month 23	Within 15 days of completion of month
24	Year 2	Month 12	Month 24	Within 15 days of completion of month

Note

- Operator must submit a performance security in any of the forms given below for a lump sum amount of INR 5,00,000 (Rupees Five Lakh only) before commencement of operations –
 - i. Banker's cheque / Demand draft / Pay Order in favour of in favour of the Operator, 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 JLR
- Payments for the first Revenue Share payment shall be made by the Client within 15 days of the completion of the first month of operations. Subsequent payments shall be made within 15 days of the completion of the respective month.
- 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 ACTIVITIES

Details of operating area for each location to be provided below

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

Sl. No.	Project Site Name	Operating Area for undertaking activities
1.	Kali Adventure Camp	

The details of the area for carrying out activities are as below –

Map / Site Plan with area demarcated for activities to be inserted for the Kali Adventure Camp

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 Operator] hereinafter called “the Operator”) has undertaken, in pursuance of Contract No. dated to provide the services on terms and conditions set forth in this Contract for **Selection of Water Sports Operator for Operation of White Water River Rafting Activities at Kali Adventure Camp**

AND WHEREAS it has been stipulated by you in the said Contract that the Operator 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 Operator such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Operator 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 Operator 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 Operator 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 Operator 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.

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

Name and Designation
(Name, Signature & Occupation)

Name of the Bank

Address
(Name & Occupation)

Date.....

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 Operator]

Dear Sir / Madam,

This is to notify you that your proposal dated..... For **Selection of Water Sports Operator for Operation of White Water River Rafting Activities at Kali Adventure Camp** 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 15 days of the completion of the first month of operations. Subsequent payments shall be made within 15 days of the completion of the respective month. 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 Water Sports Operator for Operation of White Water River Rafting Activities at Kali Adventure Camp**. 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 Operator 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: TECHNICAL PRESENTATION SUBMITTED BY OPERATOR

As submitted by the Operator during evaluation of Approach and Methodology under Technical Proposal Evaluation

APPENDIX J: POWER OF ATTORNEY SUBMITTED BY OPERATOR

As submitted by the Operator as a part of their Technical Proposal

APPENDIX K: UNDERTAKING REGARDING EXPERIENCE AND QUALIFICATION OF OPERATOR

As submitted by the Operator as a part of their Technical Proposal in the format at Section 3H of the RFP

APPENDIX L: STANDARDS, GUIDELINES AND PROTOCOLS TO BE FOLLOWED BY OPERATOR

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