



**Jungle Lodges and Resorts Limited  
Government of Karnataka  
Invites**

**Request for Proposal**

**(RFP No. JLRL/2025-26/SE0023 )**

**For**

**Selection of agency for Technology System  
Management.**

**Jungle Lodges and Resorts Limited  
Ground Floor, Khanija Bhavan,  
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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**

The **Jungle Lodges and Resorts Limited** invites proposals for ***Selection of Agency for Technology System Management at JLR.***

1. The objectives and details of the Services are provided in the attached Terms of Reference.
2. The Bidder will be selected under QCBS (Quality Cost Based System) 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/2025-26/SE0023**

**Date: 27-02-2026**

[Through e-Procurement Portal only]

REQUEST FOR PROPOSAL (RFP) FOR SELECTION *of Agency for* Technology System Management at JLR.

Jungle Lodges and Resorts Limited (JLR) , GoK undertaking Company promotes Eco-tourism, wildlife tourism, adventure tourism and various outdoor activities like Wildlife Safari, trekking, Camping, white water rafting, etc. that are non consumptive JLR invites bids from Bidders having requisite experience and qualifications in managing IT infrastructure through the GoK e-Procurement portal ([www.kppp.karnataka.gov.in](http://www.kppp.karnataka.gov.in)).

Interested agency 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:

SI. No.	Event Description	Date
1.	Date of Pre-bid Meeting	10-03-2026 11:30HRS
2.	Last date for receiving queries/clarifications	10-03-2026 16:00HRS
3.	Last date for submitting proposals	20-03-2026 16:00HRS
4.	Opening of Technical Proposal	23-03-2026 11:30HRS
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 50,000/- (Rupees Fifty 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 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
  - 1.6.1. 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 or services for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or 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.
  - 1.6.2. As pointed out in para. 1.6.1 (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.

- 1.7. 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.
- 1.8. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.7 (d).
- 1.9. 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 employees of the firm.
  - 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 IT management service (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. Checklist for Technical Forms (Section 3K)
  - x. 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 consider 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 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 considering 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: 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 based on 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.
- 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	QCBS (Quality Cost Based System)
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>Selection of agency for Technology System Management.</p> <p><b>Objective:</b></p> <p>The agency to manage entire I.T. infrastructure.</p> <p>The Contract will be for a period of <b>3 Years</b> commencing from the Effective Date. The Contract may be <b>renewed</b> for a further period of <b>12 months</b> or any other 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</p> <p>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</p> <p>Telephone: 080 4055 4055</p> <p>Email: <a href="mailto:yuvaraj@junglelodges.com">yuvaraj@junglelodges.com</a> with a cc marked to <a href="mailto:info@junglelodges.com">info@junglelodges.com</a></p>
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	No

Sl. No.	Section	Title	Details
		downstream work	
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 <a href="mailto:yuvaraj@junglelodges.com">yuvaraj@junglelodges.com</a> with a cc marked to <a href="mailto:info@junglelodges.com">info@junglelodges.com</a>  Requests for clarifications must carry the subject line " <b>Queries for RFP for Selection of agency for Technology System Management</b> "
12.	3.1	Language of the Proposal	English
13.	3.3 a	Bidder may associate with other participating bidders	No.  Consortium or Joint Venture is Not permitted for this assignment.
14.	3.3 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
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	The Bidder shall express the monthly charges of their services <b>inclusive of all applicable taxes, duties, and cess</b> . The Financial Proposal should not include any conditions attached to it and any such

Sl. No.	Section	Title	Details
			conditional proposal shall be rejected. The accepted Financial Proposal shall be applicable for the 1 <sup>st</sup> year of the Contract. Yearly 5% 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	The Bidder shall submit monthly charges for Technology System Management as the price offer as per <b>Form 4A</b> in the relevant slot provided on the e-procurement portal for all the services sought by the Client in the Terms of Reference. <b>The charges should be entered in INR.</b> <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>
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.	<b>Legal Entity:</b> The Bidder should be a company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto or a registered Partnership Firm under The Indian 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	<ul style="list-style-type: none"> <li>• All Bidders should submit the following documents –                             <ul style="list-style-type: none"> <li>○ Self-attested copy of PAN</li> <li>○ Self-attested copy of GST registration</li> <li>○ IT returns for the last completed financial year (FY 2024-25)</li> </ul> </li> </ul>

Sl. No.	Clause	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	operations in India.	
2.	<p><b>Years of Experience in Similar works</b></p> <p>The Bidder should have experience managing similar work at least 5 years of the last 7 years (i.e., at least since April 2019)</p>	<ul style="list-style-type: none"> <li>• Undertaking for Experience and Qualification for similar works at <b>Section 3F</b> duly filled in by the Bidder.</li> </ul>
3.	<p><b>Average Annual Turnover:</b></p> <p>The Bidder should have had a minimum average annual turnover of INR 50 Lakh (Rupees Fifty Lakhs) in each of the last 3 (three) completed financial years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25)</p>	<ul style="list-style-type: none"> <li>• Certificate from a Statutory Auditor showing the turnover of the Bidder for the last three Financial Years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25) in the format available in <b>Section 3H</b></li> </ul>
4.	<p><b>Not Blacklisted/ Barred</b></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"> <li>• Technical Proposal Submission Form at <b>Section 3A</b></li> </ul>
5.	<p><b>Power of Attorney of Authorised Signatory:</b></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>	<ul style="list-style-type: none"> <li>• <b>Section 3J</b> must also be submitted.</li> </ul>
6.	<p><b>Qualification for Operation of IT management Service.</b></p> <p>The Bidder shall form a multi-disciplinary team with the requisite qualified manpower for undertaking the assignment.</p> <p>The Bidder should have at least 5 (five) trained human resources for managing the entire service.</p>	<ul style="list-style-type: none"> <li>• Undertaking for Trained Human Resources and Deployment of Resources on Project at <b>Section 3G</b>.</li> </ul>
7.	<p><b>Overall Experience in IT management:</b></p> <p>The Bidder should have experience of undertaking at least 1 (one) similar assignment where they provided similar services for last 5 years.</p> <p>The supporting documents (work order / contract / completion certificate / performance certificate)</p>	<ul style="list-style-type: none"> <li>• Bidder's References at <b>Section 3B</b></li> <li>• A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as proof for the respective assignment – <ol style="list-style-type: none"> <li>1. Work Order</li> <li>2. Agreement</li> <li>3. Contract</li> <li>4. Purchase Order</li> <li>5. Completion Certificate</li> <li>6. Certificate of Satisfactory Performance</li> <li>7. Payments towards the assignment</li> </ol> </li> </ul>

Sl. No.	Clause	Supporting Document to be Submitted <i>(all documents to be submitted unless indicated otherwise)</i>
		certified by statutory auditor or chartered accountant

**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.	<b>Experience of the Bidder as an Independent Firm</b>	<b>60 marks</b>
2.	<b>Approach and Methodology</b>	<b>40marks</b>
<b>TOTAL</b>		<b>100 marks</b>

Details of the evaluation criteria are as follows –

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted <i>(all documents to be submitted unless indicated otherwise)</i>
<b>1. Experience of the Bidder as an Independent Firm</b>			
1.	<p><b>Average Annual Turnover:</b></p> <p>The Bidder should have a minimum average annual turnover of INR 50 Lakh (Rupees Fifty Lakh) in the last 3(three) completed financial years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25)</p>	<b>10 marks</b>	<ul style="list-style-type: none"> <li>• 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 2022-23, FY 2023-24 and FY 2024-25) in the format available in <b>Section 3H</b></li> </ul>
2.	<p><b>Overall Experience with IT Management Service:</b></p> <p>The Bidder should have experience of undertaking at least 1 (one) similar assignment where they provided similar service for Hospitality based firm with minimum 20 units chain hotel/resorts during the last 7 years preceding the proposal due date (i.e. Since April 2019 onwards).</p> <ul style="list-style-type: none"> <li>• For 1 such assignment – <b>35marks</b></li> <li>• For 2 such assignments – <b>40 marks</b></li> </ul> <p>The supporting documents (work order / contract / completion certificate / performance certificate)</p>	<b>40 marks</b>	<ul style="list-style-type: none"> <li>• Bidder's References at <b>Section 3B</b> duly filled in by the Bidder / Lead Member of the Consortium</li> <li>• A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as proof for the respective assignment –                             <ol style="list-style-type: none"> <li>1. Work Order</li> <li>2. Agreement</li> <li>3. Contract</li> <li>4. Purchase Order</li> <li>5. Completion Certificate</li> <li>6. Certificate of Satisfactory Performance</li> <li>7. Payments towards the assignment certified by statutory auditor or chartered accountant</li> </ol> </li> </ul>
3.	<p><b>Overall Experience in operating IT management service:</b></p> <p>Configuration/managing the accounting package Tally with Consolidated data with branches.</p>	<b>10 marks</b>	<ul style="list-style-type: none"> <li>• Bidder's References at <b>Section 3B</b> duly filled in by the Bidder</li> <li>• A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as</li> </ul>

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
	<ul style="list-style-type: none"> <li>For assignment with 15 branches – <b>5 marks</b></li> <li>For assignment with 20 branches – <b>7.5 marks</b></li> <li>For assignment with 25+ branches – <b>10 marks</b></li> </ul> <p>The supporting documents (work order / contract / completion certificate / performance certificate).</p>		proof for the respective assignment – <ol style="list-style-type: none"> <li>1. Work Order</li> <li>2. Agreement</li> <li>3. Contract</li> <li>4. Purchase Order</li> <li>5. Completion Certificate</li> <li>6. Certificate of Satisfactory Performance</li> <li>7. Payments towards the assignment certified by statutory auditor or chartered accountant</li> </ol>
Sub-Total		<b>60 marks</b>	
<b>2. Approach &amp; Methodology</b>			
1.	<p><b>Experience with Similar Assignments:</b></p> <p>The Bidder shall briefly present their experience with undertaking similar assignments wherein they have provided Similar assignment. The Bidder should also highlight the experienced staff from previous projects / assignments who shall be a part of this assignment.</p>	<b>15 marks</b>	<p>The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under these 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.			
3.	<p><b>Approach and Methodology:</b></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 assignment.</p>	<b>15 marks</b>	
4.	<p><b>Innovative Ideas and Suggestions</b></p> <p>The Bidder shall present innovative ideas / suggestions that they plan to execute to enhance the guest experience during the assignment.</p>	<b>5 marks</b>	
5.	<p><b>Resource Deployment Plan:</b></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</p>	<b>5 marks</b>	

Sl. No.	Eligibility Criteria	Maximum Marks	Documents to be submitted (all documents to be submitted unless indicated otherwise)
	leader and other staff and their relevant qualifications and experience during the presentation.		
Sub Total		<b>40 marks</b>	
<b>Total Marks (Maximum Possible)</b>		<b>100 marks</b>	

Sl. No.	Section	Title	Details
1.	5.3	Minimum technical score	The Bidder must achieve a minimum of <b>70 marks overall</b> to be eligible for opening of the Financial Proposal.
2.	5.7	Ranking of the Bidders	<p>The formula for determining the financial scores is the following:  <math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price, and <math>F</math> is the price of the proposal under consideration</p> <p>The weights given to the Technical and Financial Proposal are:  <math>T = 0.75</math>, and  <math>P = 0.25</math></p> <p>The Bidder achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>In case of a tie, the Client shall select the Bidder who had received a higher score during the technical presentation on approach and methodology.</p>
3.	6.1	Address for negotiation	Jungle Lodges and Resorts Limited Ground Floor, West Wing, Khanija Bhavan, 49 Race Course Road, Bengaluru - 560 001
4.	8.1	Performance Security	INR 2,00,000.00

### **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 Similar work experience.
- 3G.** Undertaking for Trained Human Resources and Deployment of Resources on Project
- 3H.** Financial Capacity of the Bidder
- 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 agency for Technology System Management”.**

”

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 agency for Technology System Management”**.

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to JLR any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last two years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we have not blacklisted/banned/show-caused against by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted/banned/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 hospitality firm IT management.	
5.	Number of years of experience of bidding entity with similar IT management.	
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 Agency for Technology System Management at JLR.

		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: <input type="checkbox"/> Yes <input type="checkbox"/> No								
14.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No								
15.	Copy of IT Returns for the last completed financial year(FY 2024-25)	Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No								
16.	Financial Eligibility of the Bidder	<table border="1"> <tr> <td></td> <td><b>2022-23</b></td> <td><b>2023-24</b></td> <td><b>2024-25</b></td> </tr> <tr> <td><b>Turnover in INR Lakh</b></td> <td></td> <td></td> <td></td> </tr> </table>		<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Turnover in INR Lakh</b>			
	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>							
<b>Turnover in INR Lakh</b>										

**B. Summary of Experience**

Using the format below, the Bidder shall provide a summary of their work experience on IT management in the last **7(seven) years** *since April 2019*–

Sl. No.	Name of Client	Name of Assignment	Brief Description of Assignment (“Selection of agency for Technology System Management”.)	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.

Sl. No.	Particulars	Details
1.	Name of Assignment	

Sl. No.	Particulars	Details
2.	Name of Client	
3.	Location of Client	
4.	Contact Person for Client	Name: Designation: Phone: Email:
5.	Duration of Assignment	Start Date: End Date:
6.	Value of Assignment (Contract Value or Payments Received)	
7.	Objectives of the Assignment	
8.	Description of the Service	
9.	Key Personnel / Senior Staff involved for Assignment	
10.	Name and Role of Associated Agencies, if any	
11.	Brief Description of Results Achieved during Assignment	
12.	<p><b>Proof of Undertaking Assignment</b></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"> <li>• Work Order</li> <li>• Agreement</li> <li>• Contract</li> <li>• Purchase Order</li> <li>• Completion Certificate</li> <li>• Certificate of Satisfactory Performance</li> </ul>	Type of Document: Date of Issue of Document: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

**Note:**

1. 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 agency for Technology System Management"** 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 Technology System Management”.**

*(On the Letterhead of the Bidder)*

TO:

[Location, Date]

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 agency for Technology System Management” –**  
Undertaking regarding experience and qualification.

I/we do hereby undertake the following that –

1. M/s \_\_\_\_\_ [*Name of Bidder*] has total experience of at least 7 years in managing IT management services for hospitality industry, since 01 April 2019
2. M/s \_\_\_\_\_ [*Name of Bidder*] has total experience of \_\_\_\_\_ years in IT management services for hospitality industry. We have experience in providing undertaking the operation of following IT management services for our clients –

[*Kindly mention the type of services undertaken by the Bidder*]

3. M/s \_\_\_\_\_ [*Name of Bidder*] has experience of undertaking IT service management for the following clients in the last 7 years (*since April 2019*)–

SI. No.	Year	Name of Client	Name of Assignment	Location	Work Description
1.	2025				
2.	2024				
3.	2023				
4.	2022				
5.	2021				
6.	2020				
7.	2019				

4. M/s \_\_\_\_\_ [*Name of Bidder*] having experience in working with following product from different hospitality service provider.

SI. No.	Product name	Company	Client name	Experience (Year)
1.				
2.				
3.				
4.				

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 agency for Technology System Management”.**– Undertaking for experienced Human Resources and Deployment of Resources on Project.

I/we do hereby undertake that we have the experienced resources and I/we are enclosing resume of each human resource – and deployed as per the scope of the tender requirement.

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 2022-23	FY 2023-24	FY 2024-25	

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: \_\_\_\_\_

### 3K. Checklist for Technical Forms

Sl. No.	Criteria	Details	Comments
1.	3A. Technical Proposal Submission Form.	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
2.	3B. Bidder's References	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
3.	3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
4.	3D. Description of the methodology and work plan for performing the assignment.	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
5.	3E. Power of Attorney of Authorised Signatory	<ul style="list-style-type: none"> <li>Power of Attorney or Copy of Board Resolution Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
6.	3F. Undertaking for Experience	<ul style="list-style-type: none"> <li>Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
7.	3G. Undertaking for Deployment of experienced executives.	<ul style="list-style-type: none"> <li>Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
8.	3H. Financial Capacity of the Bidder	<ul style="list-style-type: none"> <li>Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	

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

4A. Financial Proposal submission form.

#### 4A. Financial Proposal submission form

**Note:** Bidder should quote the monthly charges inclusive of all taxes. 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 agency for IT management Service.**

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 monthly charges [Amount in words and figures] that the Client shall pay to us if we are the Selected Bidder for the successful operation of Managing IT infrastructure.

- **All applicable taxes, duties and cess would be inclusive.**

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.

### 2. Objectives

JLR intends to have agency for managing its IT infrastructure to manage entire units IT infrastructure including corporate office.

### 3. Location for service

Corporate office Bangalore and 25 unit spread over Karnataka.

### 4. Contract Period

The Contract will be for a period of **3 Years** commencing from the Effective Date. The Contract may be **renewed** for a further period of **12 months** or for any other on mutually agreeable terms after a performance review by JLR.

### 5. Scope of Work for Technology System Management at JLR - End to End Supervision, Management, Maintenance and Upgradation of JLR's IT Systems

- 5.1. Responsible for the end-to-end supervision and overall management, maintenance, and upgradation of JLR's IT Systems.
- 5.2. This shall include, but is not limited to the following –
  - 5.2.1. Hotel Management System / Reservation System Application (25 Hotels).
  - 5.2.2. Tally Accounting Software (Corporate office and 26 Units) Safari Booking Application (4 Locations)
  - 5.2.3. Rafting Booking Application (2 Locations)
  - 5.2.4. Day Visit and Other Activities Application (7 Locations).
  - 5.2.5. Restaurant Billing Software (POS) (4 Locations)
  - 5.2.6. Travel Agent (Offline & Online) management.
  - 5.2.7. junglelodges.com website
  - 5.2.8. jlrexplore.com website
  - 5.2.9. JLR's servers and other hardware
  - 5.2.10. KPPP, GEM and E-office technical assistance.
- 5.3. Managing all application software sales integration with the Tally accounting software as well as any other applications / systems required by JLR.
- 5.4. Suggest optimal and technically viable solutions based on best practices followed by other organizations across the country similar to JLR.
- 5.5. Propose quality software / hardware / systems with good system performance, effective user interface, scalability, optimal operational cost etc.
- 5.6. Ensure compliance with applicable laws, good industry practices, and accepted e-Governance standards.
- 5.7. Ensure timely completion of projects by on-boarded vendors / third-party service providers and monitor their overall operations and maintenance

- 5.8. Guide JLR in defining acceptance criteria for technology solutions deployed for JLR and support in review of deliverables submitted and providing sign-offs
  - 5.9. Continuous monitoring of incident management including maintenance of error logs, installation of patches, approval process for patch updates etc. by the vendors.
  - 5.10. Co-ordinate and interact with multiple stakeholders within and outside JLR, as and when required for successful implementation of IT initiatives
  - 5.11. Assist JLR in performing necessary data collection for billing and reporting activities.
  - 5.12. Support JLR in any other IT initiatives set across in terms of functional, operational, and technical levels.
- 6. Hotel Management System / Reservation System Application Management**
- 6.1. Introducing managing all kinds of requirements and enhancement to the existing reservation application which is web based through vendor. This includes detailed analysis (both technical and functional) which is cost effective, interacting with users and vendors for smooth rollout of the changes. Responsible for getting user acceptance testing (UAT) done for all the new requirements and finalizing the commercials.
  - 6.2. Application training on new changes to JLR staff and agents. Also, full application training to new staff as well as agents periodically.
  - 6.3. Keeping track of bugs and any other issues and interacting with vendor for faster resolution.
  - 6.4. Full application administration which includes new user creation, providing rights to the users based on the credential defined as per JLR standard.
  - 6.5. Master database management in the current application which includes, but is not limited to, below mentioned activities –
    - 6.5.1. Property creation and alteration which includes new property creation and modification periodically whenever required with linking all amenities and adding details related to the property.
    - 6.5.2. Room type management which includes adding new room types, modifying existing room types and linking related details of the room type.
    - 6.5.3. Room Inventory Management which includes managing the inventory seasonal basis, which controls visibility to the agents, JLR counter user and online booking.
    - 6.5.4. Season Management which includes introducing all kinds seasonal offers to the application for the given period.
    - 6.5.5. Tariff management which includes updating the tariff based on the individual resort, room type and offers if any, requirement provided by JLR whenever required.
  - 6.6. Updation of statutory details in the application as per JLR requirement and customizing the application accordingly.
  - 6.7. Implementing promotional offers approved by JLR in the application and interaction with vendor for necessary action.
  - 6.8. Reports
    - 6.8.1. Instrumental in creation of MIS reports, new report design and getting customized existing reports by coordinating with service provider as per JLR Management and auditor requirement.
  - 6.9. Online Reservation Management
    - 6.9.1. Validating each and every online transaction with all JLR payment gateways with respective reservation.
    - 6.9.2. Handling chargeback with payment gateway.
  - 6.10. Support for existing application.
    - 6.10.1. Attending all online booking related issues and emails all the time (24/7).
    - 6.10.2. Speedy response for the issues raised by the application users locally and also across all the branches. This involves wrong transaction correction as per JLR norms.
    - 6.10.3. Tally integration management with reservation system.
    - 6.10.4. Coordinating with vendor for all issues and speedy resolution.

- 6.10.5. All kinds of telephonic support to customers for online booking issues which involves issues related to booking, cancellation, and refund process.
- 6.11. Overall application administration.
- 7. **Safari Booking Application Management**
  - 7.1. Managing Safari booking application with complete support on any issue in day-to-day activities. Also includes those scope of work for reservation application management that are applicable for this activity.
- 8. **Rafting Booking Application Management**
  - 8.1. Managing Rafting booking application with complete support on any issue in day-to-day activities. Also includes those scope of work for reservation application management that are applicable for this activity.
- 9. **Other Activities Booking Application Management**
  - 9.1. Managing all JLR units, Day visits, and other activities booking applications with complete support on any issue in day-to-day activities. This includes all such applications that are currently being used by JLR as well as any applications that may be developed / used in the future by JLR. Also includes those scope of work for reservation application management that are applicable for this activity.
- 10. **Email management**
  - 10.1. Email Configuration.
  - 10.2. Email ID management.
  - 10.3. Monitoring mail traffic which includes mail filtering.
  - 10.4. Interacting with server vendor for issues and upgradation.
- 11. **Non-Comprehensive Maintenance of IT Hardware-**

Regular maintenance and support services for your hardware systems to ensure optimal performance and minimal downtime. The scope of services includes:

  - 11.1. **Preventive Maintenance:**

Routine inspections and performance checks to prevent potential issues.
  - 11.2. **Corrective Maintenance:**

Troubleshooting and resolving hardware-related problems.
  - 11.3. **Remote and On-site Support:**

Technical assistance via remote access and physical visits based on the nature of the issue.
  - 11.4. **Reporting and Documentation:**

Regular updates on service calls, system health reports, and recommendations for upgrades or replacements.
  - 11.5. This is a **non-comprehensive contract**. Hence, the cost of replacement parts, consumables, or components—if required—to be charged separately upon prior approval.
- 12. **Server Administration and Management**
  - 12.1. All JLR server administration for smooth daily activities.
  - 12.2. Checking server performance periodically.
  - 12.3. Fixing the server issues whenever required like network and other application related issues which are affecting server performance.
  - 12.4. User maintenance (addition, deletion and modification).
  - 12.5. Monitoring the activities across the network.
  - 12.6. Updating operating system and other applications which improves performance
  - 12.7. Firewall and Antivirus management.
  - 12.8. Internet access management across HO and branches which involves filtering, access permission etc.

- 12.9. Identifying the server upgradation requirement & interaction with vendor for major hardware upgradation
- 12.10. Interaction with vendor for major service maintenance activities
- 12.11. Managing of server backup.
- 13. Attendance System management**
  - 13.1. Configuration of employee data in the bio-metric device.
  - 13.2. Customising reports as per JLR requirement.
  - 13.3. Periodic inspection / checking of biometric system for smooth operation.
  - 13.4. Identifying the upgradation requirement & interaction with vendor for major hardware upgradation.
- 14. Managing PRI line, EPABX system and Internet connection.**
  - 14.1. Handling issues related to PRI Line. Interacting with vendor for faster resolution.
  - 14.2. Interacting with vendor for voice extension or any issues in EPABX whenever required.
  - 14.3. Customising all kinds of report as per JLR need from the application.
- 15. Accounting package management.**
  - 15.1. Synchronization and consolidation of data between JLR branches and Head Office.
  - 15.2. Accounting application package maintenance across JLR branches
  - 15.3. Handling Accounting package issues across the branches
  - 15.4. Importing sales voucher from Reservation application to Tally accounting package
  - 15.5. Upgrading the application whenever new upgrades are available as applicable.
  - 15.6. User management in accounting application across the branches and assigning the rights to the user as per their work and restrict from non-permitted activities.
  - 15.7. Training the operators and fixing the wrong entries by suggesting the operator with JLR approved method.
  - 15.8. Handling backup of all required data across all branches.
  - 15.9. Configuring the pre-printed stationery in vouchers.
- 16. Managing the JLR Portals – Junglelodges.com and JIrexplore.com**
  - 16.1. Routine content/article and image updation.
  - 16.2. Enhancement of the design and features as per JLR requirement through the service provider.
  - 16.3. Training relevant user on updating the daily update and correcting the same if they do any mistakes.
  - 16.4. Co-Ordinating with vender for constant uptime and fixing the bugs if any on regular intervals.
- 17. Managing extranet of all JLR affiliated Online Travel Agents (OTAs), General Sales Agents (GSAs) and Travel Agents (TAs)**
  - 17.1. Room types and Inventory of rooms as per the availability.
  - 17.2. Tariff (Seasonal) updates and package configuration.
  - 17.3. Property terms and conditions updates
  - 17.4. Updating contents and Images of the properties, activities and room type
  - 17.5. Coordination with the OTA / GSA / TA on payment terms as per the JLR norms.
  - 17.6. Introducing special packages, coordinating with OTA / GSA / TA on the same and making them prominently display the same.
  - 17.7. Support on Confirmation, booking issue, overbooking, modification etc.,
18. Coordination with vender on development of new webpages, websites, and web applications as per the requirements of JLR.
19. Support for integration of various IT applications and systems of JLR as per requirements.
20. Provide technical assistance on introducing any application software, hardware and communicating with vender for faster resolution of the problem.
21. Prepare presentation / report / document on marketing, technology, and any other JLR activities as and when required.

22. Managing JLR properties on online portals including TripAdvisor, MakeMyTrip, Cleartrip, and any other applicable portals.
23. Providing consultation on preparing tender documents, uploading on KPP portal, bid process management, and overall support for tender process till award of tender. This includes Government of Karnataka's e-procurement portal, Government e-Marketplace (GeM) portal, JLR's own website and any other applicable portals.
24. Implementing and managing GPS/GRS based tracking solution by coordinating with the vendor for smooth flow of operation.
25. Take a complete handover of JLR's IT System from the existing service provider and provide a smooth handover to any new vendor / service provider appointed by JLR.
26. Coordination with other entities of Government of Karnataka, including Department of Tourism (DoT), Karnataka Forest Department (KFD), and Karnataka State Tourism Development Corporation Limited (KSTDC) for sharing of information and linking of digital systems as instructed by JLR management.
27. Be up-to-date with the Best Practices followed by organizations across similar domains both nationally and internationally so that appropriate improvements can be proposed in JLR
28. Vendor shall not benefit from any commissions from other vendors or third-parties.
29. Provide the highest quality delivery with utmost professionalism for all services along with deployment of trained and professional manpower to oversee and execute the IT and digital requirements of JLR
30. 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 till proper instruction is issued for publication.
31. Vendor shall ensure that the staff and key personnel are available to JLR as and when required and should be obliged to work closely with the JLR's staff, act within its own authority and abide by directives issued by the JLR. Manage the activities of its personnel and will hold itself responsible for any misdemeanour.
32. Vendor shall indemnify, defend, and hold JLR, its officers and agents harmless against any and all
  - 32.1. Proceedings, actions, and Third Party claims arising out of a breach by the Agency of any of its obligations under this Contract, except to the extent that any such claim has arisen due to breach by the Vendor of any of its obligations under this Contract or a Force Majeure Event which is a political event.
  - 32.2. Losses resulting from the publication of the contents including claims for libel, violation, privacy, copyright infringement or plagiarism.
  - 32.3. any loss of or damage to any of the JLR's property arising out of or in connection with any act, omission, or negligence of the Vendor, 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 JLR.
33. Vendor shall not indulge in any corrupt or fraudulent practices and inform the Client of any attempt by any third-parties in this regard. 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 JLR, and includes collusive practices among bidders / vendors / contractors designed to establish prices at artificial, non-competitive levels and to deprive JLR of the benefits of free and open competition.
34. The Vendor should dedicate minimum 5 employees (One project leader with 10 years' experience, 3 support executive with 3 years' experience and one hardware engineer with 3 years' experience).
35. Vendor shall submit Monthly Progress Report summarizing the key activities carried out by vendor with regards to their scope of work. The reporting format shall be as approved by JLR

management. Payment shall be made to the vendor upon approval of the Monthly Progress Report.

**36. Reserved Rights of the Client**

36.1. The Client assumes that the service provider has complete clarity and understanding of the scope and objective of the assignment. The quoted financial bid will be considered inclusive of all expenses including applicable taxes and out of pocket expenses.

## **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

1. Computer systems.
2. Laptop.
3. Office space with required facilities.
4. Travelling expenditure on actual.

**Annexure 2 – Facilities provided by the Operator**

**Technical team to manage entire service.**

**Annexure 5 – Terms and Conditions to be Followed by Service provider.**

**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 “**Service provider**” 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 IT management services by engaging a qualified and experienced agency 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 service provider has been selected to manage the IT infrastructure 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 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)

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

By  
  
(Authorized Representative)  
Designation: Managing Director

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 TDS 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 service provider to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
  - b. Failure by the service provider to comply with the instructions or orders of the Client made under this Contract;
  - c. The direct or indirect assignment of any rights, interest or obligations in this Contract by the service provider in violation of any terms of this Contract;
  - d. Failure by the service provider 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. **"Net Revenue"** means Gross Revenues less Deductions
- r. **"Party"** means the Client or the service provider, as the case may be, and "Parties" means both of them;
- s. **"Personnel"** means persons hired by the service provider or by any Sub-Contractor as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)
- t. **"Project Site"** means the area as specified in the SC where the Operator shall carry out the Services
- u. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- v. **"Services"** means the work to be performed by the service provider pursuant to this Contract as described in Appendix A; and
- w. **"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.
- x. **"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 service provider may be taken or executed by the officials specified in the SC.

**1.7. Taxes and Duties**

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

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

**2.1. Effectiveness of Contract**

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

**2.2. Commencement of Services**

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

**2.3. Expiration of Contract**

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

**2.4. Modification**

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

**2.5. Force Majeure**

**2.5.1. Definition**

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

**2.5.2. No Breach of Contract**

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

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The affected party shall set out, inter alia, the following in reasonable detail:
  - i. the nature and the extent of the Force Majeure event;
  - ii. the estimated Force Majeure period;
  - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure event;
  - iv. the measures which the affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure event and to resume performance of such of its obligations affected thereby; and
  - v. any other relevant information concerning the Force Majeure event, and/or the rights and obligations of the Parties under this Agreement.

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

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

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

### **2.5.4. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the 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 service provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken.

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

- i. assess the impact of the underlying Force Majeure event,
- ii. to determine the likely duration of Force Majeure period and,
- iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure event.

### **2.5.6. Reporting**

The Affected Party shall during the Force Majeure period provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding sub-Clause as also any information, details or document, which the Parties may reasonably require.

## **2.6. Suspension**

The Client may by written notice of suspension to the service provider, suspend all payments to the service provider hereunder if the service provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the 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 service provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.7.1 and sixty (60) days' in the case of the event referred to in (j):

- a. if the service provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b. if the service provider (or any of their Members) become insolvent or bankrupt;

- c. if, as the result of Force Majeure, the service provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the service provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

**“fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among 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 service provider submits to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client’s rights, obligations, or interests and which is false in material particulars;
- f. if the service provider has repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract
- g. if the service provider commits a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client
- h. if the service provider has assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client
- i. If the service provider fails to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause GC 7 hereof;
- j. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **2.7.2. By the service provider**

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

- a. if the Client fails to pay any monies due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the service provider that such payment is overdue;
- b. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider notice specifying such breach;
- c. if, as the result of Force Majeure, the service provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

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

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

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

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the 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.

#### **2.7.6. Obligations of the SERVICE PROVIDER**

##### **2.8. General**

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

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

##### **2.9. Conflict of Interests**

###### **2.9.1. Operator Not to Benefit from Commissions, Discounts, etc.**

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

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

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

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

The Operator agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, as well as any Sub-Contractor and any of its affiliates, shall be

disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **2.9.4. Prohibition of Conflicting Activities**

Service Provider or 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.

#### **2.10. Confidentiality**

The Service Provider, 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.

#### **2.11. Reporting Obligations**

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

#### **2.12. Documents Prepared by the Service provider to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service provider in accordance with Clause GC 3.6 shall become and remain the property of the Client, and the 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.

#### **2.13. 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 Service provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

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

### **3. OPERATOR' PERSONNEL**

#### **3.1. Description of Personnel**

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

### **3.2. Removal and/or Replacement of Personnel**

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

## **4. OBLIGATIONS OF THE CLIENT**

### **4.1. Assistance and Exemptions**

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

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

### **4.2. Services and Facilities**

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

## **5. PAYMENT TO THE SERVICE PROVIDER**

### **5.1. Payment**

Subject to the provisions of this Contract, and in consideration of the Service provider having been awarded the Contract to provide the Services, the Client agrees and undertakes to pay monthly payment 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.

**5.2. 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.

**5.3. Terms and Conditions of Payment**

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

**5.4. Mode of Payment**

The Monthly service charges shall be made by the Client to the Service provider in the mode as specified in the SC.

**5.5. Penalty for Deficiency in Service**

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

**5.6. Performance Security**

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

5.6.2. The Service provider shall keep the Performance Security valid and enforceable throughout the Term and for a period of 90 days after the date of expiry of the Contract. In case the Performance Bank Guarantee provided by the Service provider to the Client is set to expire for any reason whatsoever at any time before 90 days after the date of expiry of the Contract, the service provider shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the 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 service provider or to any other Party.

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

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

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

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

1. Breach of this Contract or for levy of Penalty specified
2. Termination of this Contract by Client for reasons other than in Clause GC 2.7.1(c)
3. In case the service provider is not able to deliver the services as envisaged in the Scope of Services/Terms of Reference

**6. SETTLEMENT OF DISPUTES**

**6.1. 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.

**6.2. 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

**6.2.1. 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.

**6.2.2. 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.

**6.2.3. 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.

**6.2.4. 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.

**6.2.5. 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.

**7. MISCELLANEOUS**

**7.1. 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.

#### **7.2. Indemnification**

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

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

#### **7.3. Limitation of Liability**

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

#### **7.4. Assignment**

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

#### **7.5. 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.

#### **7.6. 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.

#### **7.7. 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.

**7.8. 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.

**7.9. 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 service provider shall undertake the Services.

Location	Address
<b>Corporate office Bangalore and 25 Branches all over Karnataka.</b>	Khanija Bhavan, Race course road, Bangalore-01

In addition to the above-mentioned location, JLR may also engage the selected service provider for undertaking additional service other/New 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.

Service provider 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 service provider and the personnel shall pay all such taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- [2.1] The date on which this Contract shall come into effect is Date of signing of Contract (Effective date)
- [2.2] The time period shall be 15 days from the date of signing of Contract (Commencement date).
- [2.3] The Contract Period hereby granted is for a period of 36 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 service provider 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.
- [3.5(c)] The other actions are as per Appendix A of the Contract
- [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 Service charges is INR 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**

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

- a) The service provider shall be paid for their services as per the Payment Schedule subject to the service provider fulfilling all conditions as per the Terms of Reference
- b) The Client shall pay to the service provider 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 service provider. 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 service provider, then the remuneration otherwise payable to the service provider under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount.

**[6.4.3 Reconciliation of Payment**

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

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

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

**[6.5.1]** The account details of the service provider are as follows –

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

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

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

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

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

## **Appendices**

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

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

The service provider shall undertake the service as per the scope of work of RFP, the terms and conditions of this agreement –

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 SERVICE PROVIDER**

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

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

*To be provided by the service provider.*

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: PAYMENT SCHEDULE**

**The Service provider shall receive 100% of Net Revenue (defined as Gross Revenue less applicable Deductions) of monthly charges. Payment shall be made on or before the 10th of the following month.**

### **Note**

- Operator must submit a performance security in any of the forms given below for a lump sum amount of INR 2,00,000 (Rupees Two Lakh only) before commencement of operations –
  - i. Banker's cheque / Demand draft / Pay Order in favour of 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

## APPENDIX F: DETAILS OF AREA OF OPERATIONS

### **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.	<b>Corporate office</b>	Multi user Consolidated Tally, Booking Engine, E-office, Gem, E-procurement, Server, workstations etc.
2.	Kabini River Lodge Karapura	Safari management for Private hotels and in house guests. Tally Multiuser and PMS (Property management Software)
3.	Bandipur Safari Lodge Bandipur	Safari for Private and in house guests. Tally Multiuser and PMS (Property management Software)
4.	Bannerghatta Nature Camp Bannerghatta	Tally, Activities app and PMS (Property management Software)
5.	Bheemeshwari Adventure & Nature Camp	Multiuser Tally, Activities app and PMS (Property management Software)
6.	Galibore Nature Camp Sangam	Tally, Activities app and PMS (Property management Software)
7.	JLR Kings Sanctuary	Tally, Activities app and PMS (Property management Software)
8.	K.Gudi Wilderness Camp B.R.Hills	Tally and PMS (Property management Software)
9.	Kali adventure Camp Dandeli	Multiuser Tally, Rafting app and PMS (Property management Software)
10.	Kemmannugundi Hill Resort	Tally, Activities app, POS (2 Restaurant) and PMS (Property management Software)
11.	Lalith Mahal Palace	Tally Multiuser, POS (2 Restaurant) and PMS (Property management Software)
12.	Old Magazine House Ganeshgudi	Tally, Rafting app and PMS (Property management Software)
13.	Om Beach Resort Gokarna	Tally and PMS (Property management Software)
14.	River Tern Lodge Bhadra	Tally Multiuser and PMS (Property management Software)
15.	Sakrebyle Elephant Camp	Tally and PMS (Property management Software)
16.	Dubare Elephant Camp.	Tally, Activities app and PMS (Property management Software)
17.	Blackbuck Resort Bidar	Tally and PMS (Property management Software)
18.	Sadashivgad Sea View Resort	Tally and PMS (Property management Software)
19.	Devbagh Beach Resort	Tally and PMS (Property management Software)
20.	Hampi Heritage & Wilderness Resort	Tally, Activities app and PMS (Property management Software)
21.	Sharavathi Adventure Camp	Tally, Activities app and PMS (Property management Software)
22.	Seethanadi Nature Camp	Tally and PMS (Property management Software)
23.	Gopinatham Mystery Trails	Tally and PMS (Property management Software)
24.	Bhimgad Adventure Camp Belagavi.	Tally and PMS (Property management Software)
25.	Bhagawathi nature Camp	Tally and PMS (Property management Software)
26.	Anejhari Butterfly Camp	Tally and PMS (Property management Software)
27.	Bannerghatta Restaurant	POS
28.	Nagarahole Safari	Safari application.

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

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

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

To

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

WHEREAS M/s.....[Name and address of Service provider] hereinafter called “the Service provider”) has undertaken, in pursuance of Contract No. .... dated ..... to provide the services on terms and conditions set forth in this Contract for **Selection agency for IT system Management.**

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

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

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the 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 Service provider before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the 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 Agency for Technology System Management at JLR for the monthly charges of Rs..... [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 payment shall be made by the Client within 12 days of the completion of the first month of operations. Subsequent payments shall be made within 10 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 Agency for Technology System Management at JLR. The proposed engagement shall be for a period of 3 (Three) years from the date of signing of the contract. The contract is renewable for another 12 (twelve) months or any other period after the expiry of the initial 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 SERVICE PROVIDER**

*As submitted by the service provider during evaluation of Approach and Methodology under Technical Proposal Evaluation*

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

*As submitted by the service provider as a part of their Technical Proposal*

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

*As submitted by the service provider as a part of their Technical Proposal in the format at Section 3F of the RFP*

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

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