

JUNGLE LODGES AND RESORTS LIMITED
INVITES



REQUEST FOR PROPOSAL (RFP NO. JLRL/EWDBR/121/21-22)

FOR
SELECTION OF WELLNESS SERVICE PROVIDER
FOR PROVIDING WELLNESS SERVICE AT
DEVBAGH BEACH RESORT

DATED 13/10/2021

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

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.

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Section 1. Letter of Invitation

1. Jungle Lodges and Resorts Limited (JLR), invites proposals for **Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort.**
2. For the purpose of this RFP, an **Applicant** is defined as a certified wellness service provider who is empanelled with JLR through their application “**Empanelment Of Wellness Service Provider for Providing Wellness Service at JLR Properties In Karnataka**”, published (EOI no. JLRL/EOIWT/107/21-22), dated:29th June 2021)
3. The RFP has been addressed to the following Applicants empanelled by JLR for providing Wellness Services at JLR Properties in Karnataka –
 1. **M/s Swaasthya Ayur India Pvt. Ltd.**
 2. **M/s Vheal Healthcare Services Pvt. Ltd.**
4. The objectives and details of the Assignment are provided in the attached Terms of Reference.
5. The Applicant will be Selected under Least Cost Selection (LCS) and in line with the procedures described in this RFP.
6. The RFP includes the following documents –
 - Section 1 – Letter of Invitation
 - Section 2 – Information to Applicants
 - Section 3 – Financial Proposals – Standard Forms
 - Section 4 – Terms of Reference
 - Section 5 – Standard Form of Contract

Sd/-

Mr. M. Yuvaraj
Senior General Manager,
Jungle Lodges and Resorts Limited

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

RFP No.: JLRL/EWDBR/121/21-22

Date: 13/10 2021

SELECTION OF WELLNESS SERVICE PROVIDER FOR PROVIDING WELLNESS SERVICE AT DEVBAGH BEACH RESORT.

Jungle Lodges and Resorts Limited (JLR), intends to **select a wellness service provider for providing wellness service at Devbagh Beach Resort**, in line with the scope of services as envisaged in the Terms of Reference of this RFP document.

Empanelled Applicants may submit their proposal to JLR office at the address mentioned below.

The following shall be the calendar of events for the selection process:

Sl. No.	Event Description	Date
1.	Date of Pre-Proposal Conference	13 th October , 2021, 12:00 pm*
2.	Last date for receiving queries/clarifications	21 th October , 2021, 12:00 pm*
3.	Last date for submitting Proposals by Empanelled Agencies	28 st October , 2021, 12:00 pm*
4.	Opening of Financial Proposal	Will be intimated
5.	Authorised Representative and Address for submission of applications	Mr. M. Yuvaraj Sr. General Manager, Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: 080 4055 4055 Email: yuvaraj@junglelodges.com , info@junglelodges.com

* Kindly note that the Pre-proposal conference shall be conducted at **Conference room, head office Jungle Lodges and Resorts Limited, Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001**. Applicant interested in participating in the Pre-proposal conference are requested to send an email to: yuvaraj@junglelodges.com with a cc marked to info@junglelodges.com with their contact information (email-Id, phone numbers) by 18th October 2021, 15 :00 pm.

Mr. M. Yuvaraj
Sr.General Manager
Phone +91 9449599766

1.1. Postponement of Calendar of events (if any), subsequent notification, changes, amendments and selection/ rejection of application shall be intimated through emails to the respective Empanelled Agencies. JLR reserves the right to accept or reject any or all the application received without assigning any reasons thereof.

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

Mr. M. Yuvaraj
Sr. General Manager,
Jungle Lodges and Resorts Limited

Section 2. Information to Applicants

1. INTRODUCTION

- 1.1. The Client named in the “Data Sheet” will select a firm(s) among those listed in the letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Empanelled Agencies/ Applicants are invited to submit a Financial Proposal as specified in the Data Sheet (the ‘**Proposal**’) for providing services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the **Selected Applicant**.
- 1.3. The Applicants must familiarize themselves with local conditions and take them into account in preparing their application. To obtain first-hand information on the Assignment and on the local conditions, Applicants are encouraged to pay a visit to the Client before submitting the Application and attend the pre-application conference if one is specified in the Data Sheet. Attending the pre-application conference is optional. The Applicant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on RFP. Applicants 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 application and any 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 Applications submitted.
- 1.6. Government of Karnataka expects Applicants to provide professional, objective, and impartial advice and at all times and 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. Applicants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7. It is Government of Karnataka's (GoK) policy to require that Applicants observe the highest standard of ethics during the execution of such RFP. 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 Applicants (prior to or after submission of applications) 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 if it determines that the firm recommended for Selection has engaged in corrupt or fraudulent activities in competing for the RFP in question.
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be selected for a GOK- financed project, 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 Applicant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

- 1.8. Applicants 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. Applicants shall be aware of the provisions on fraud and corruption stated in the RFP under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENT

- 2.1. Applicants 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 share the response (including an explanation of the query but without identifying the source of inquiry) through e-mail with all the Applicants or shall be uploaded on the JLR website (<https://www.junglelodges.com/>).
- 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 shared through e-mail with all the Applicants and/ or shall be uploaded on the JLR website (<https://www.junglelodges.com/>) 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. Applicants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

FINANCIAL PROPOSAL

- 3.2. In preparing the Financial Proposal, Applicants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.3. The Applicant shall express the price of their services as per the information provided in Data Sheet.
- 3.4. The Applicant should quote their price offer **as per Form 4A** for all the services sought by the Client 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.
- 3.5. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Applicant 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 Applicants who do not agree have the right not to extend the validity of their proposals.
- 3.6. In preparing the Financial Proposal, Applicants are expected to examine the documents comprising this RFP Document in detail. Material deficiencies and inconsistencies in providing the information requested may result in rejection of the Proposal.

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4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1. The RFP document may be downloaded from JLR's website (<https://www.junglelodges.com/>). Applicants are requested to go through the RFP carefully and submit the required information without exception otherwise Proposal will be rejected.
- 4.2. The completed Proposal comprising documents indicated in Clause 3, along with self-attested copies of requisite forms / certificates / documents as mentioned in different sections of the RFP document shall only be accepted.
- 4.3. The original Application shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 4.4. An authorized representative of the Applicant should provide its initials on all pages of the Proposal. The representative's authorization is confirmed with the dually executed Power of Attorney to be submitted by the Applicant as per Section 3.

4.4.1. Submission of Proposal in Tender Box at JLR office

The original and all copies of the Application shall be placed in a sealed envelope clearly marked "***Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort***". This envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "***DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.***"

- 4.4.2. The completed Proposal must be submitted in the Tender Box placed at JLR head office on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of Proposal shall be returned unopened.
- 4.4.3. After the deadline for submission of Proposals, The Applicants who are eligible for opening of Financial Proposal will be intimated through e-mail only and the Financial Proposal of all Applicants will be opened in presence of the Applicants who choose to attend.
- 4.5. Proposals must be received by the Client not later than the time specified in the proposal data sheet.
- 4.6. After the deadline for submission of Proposals, the Financial Proposal will be opened after 1 (one) working day from the date & time of submission of proposals.

5. APPLICATION EVALUATION

General

- 5.1. From the time the Proposals are opened to the time the selection is made, if any Applicant wishes to contact the Client on any matter related to its application, 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 application evaluation, application comparison or selection decisions may result in the rejection of the Applicant's Proposal.

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

- 5.2. The Client shall notify the Applicants that have are eligible for the opening of the Financial Proposal, indicating the date and time set for opening of the Financial Proposals. The opening date shall not be sooner than 1 (One) day after the notification date. The notification may be sent by registered letter, telex, facsimile, or electronic mail.

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- 5.3. The Financial Proposals shall be opened publicly in the presence of the Applicants' representatives who choose to attend. The name of the Applicant, the proposed location (*JLR property -Devbagh Beach Resort*), 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.
- 5.4. The evaluation committee will determine whether the Financial Proposals are complete and correct any computational errors.
- 5.5. The Client will select the lowest proposal ('evaluated' price) for the Devbagh Beach Resort. The '**Selected Bidder**' will be invited for negotiations.
- 5.6. Depending on the method of selection detailed in the RFP issued for the location (JLR Property - Devbagh Beach Resort), the evaluation committee shall select the Wellness Service Provider from the empanelled list. The **Selected Bidder** shall then be **Letter of Acceptance** in accordance with KTPP Act and Rules.

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 proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "**Description of Services**" and form part of the contract. Special attention will be paid to getting the most the Applicant 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 Applicant 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 during the empanelment process. Before contract negotiations, the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be provided by the Applicant. 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 Applicant 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 Applicant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated until an agreed contract is concluded.
- 6.6. The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

7. AWARD OF CONTRACT

- 7.1. The Applicants 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 **Selected Bidder**, the Client will promptly notify other Applicants that they were unsuccessful through e-mail only.

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- 7.2. The Selected Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.3. 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 Applicant or any obligation to inform the affected Applicant or Applicants of the grounds for the Clients action.

8. PERFORMANCE SECURITY

- 8.1. Within 10 days of receipt of the Letter of Acceptance, the successful Applicant shall deliver to the Client a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet
- i. Banker's cheque/Demand draft/Pay Order in favour of in favour of the Client, payable at Bengaluru.
 - ii. A bank guarantee in the form given in Appendix F of the Draft Contract; 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 Applicant 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 Applicant 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 Applicant who submitted the Proposals or to other persons not officially concerned with the process until the winning Applicant has been notified that it has been awarded the contract.

DATA SHEET - INFORMATION TO APPLICANTS

Sl. No.	Section	Title	Details
1.	1.1	Name of Client	Jungle Lodges and Resorts Ltd.
2.	1.1	The Method of Selection is	Least Cost Selection (LCS)
3.	1.2	A Financial Proposals is requested:	Yes
4.	1.2	Name and Description of Assignment	<p>Name of the Assignment: <i>Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort.</i></p> <p>Brief Description of the Assignment:</p> <p>JLR intends to select a Wellness Service Provider for Providing Wellness Services at Devbagh Beach Resort as envisaged in the Terms of Reference of this RFP document.</p> <p>The Applicant shall submit their Financial Proposals to provide the wellness services at Devbagh Beach Resort, Uttara Kannada District.</p> <p>The Contract will be for a period of 24 months commencing from the Effective Date. The Contract may be renewed for a further period of 12 months or for a lesser period at the sole discretion of JLR after a performance review.</p> <p>The details of the assignment and the scope of work are given in Section 5. Terms of Reference of this RFP.</p> <p>The details of the assignment and the scope of work are given in Section 5. Terms of Reference.</p>
5.	1.3	The Assignment is phased	No
6.	1.4	Project Site/ Location	Devbagh Beach Resort, Tariwada, Sadashivgad, Karwar- Uttara Kannada District. 581352
7.	1.4	Official to Contact for Site Visit	<p>Mr. M. Yuvaraj Sr.General Manager Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: +91 9449599766 080 4055 4055 Email:yuvaraj@junglelodges.com with a cc marked to info@junglelodges.com</p>
8.	1.4	Pre-proposal conference time and date	A Pre-proposal conference will be held: Yes

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Sl. No.	Section	Title	Details
			Time & Date as notified in the RFP
9.	1.4	Pre-proposal conference venue	<p>Kindly note that the Pre-proposal conference shall be conducted at JLR head office. All the Applicants, those interested in participating in the Pre-proposal conference are requested to send an email to: yuvaraj@junglelodges.com with a cc marked to info@junglelodges.com with their contact information (email-Id, phone numbers) by ____September 2021, 15:00 pm.</p> <p>If Applicant seeks to participate through video conferencing, the details regarding the video conferencing shall be communicated by e-mail. For any further clarification, kindly reach</p> <p>Mr. M. Yuvaraj Sr. General Manager Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: +91 9449599766 080 4055 4055 Email:yuvaraj@junglelodges.com with a cc marked to info@junglelodges.com</p>
10.	1.5	The Client will provide the following inputs:	As per Terms of Reference
11.	1.7.2	The client envisages the need for continuity in downstream work	No
12.	1.8	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
13.	2.1	Clarification of any item of the RFP	<p>Clarifications may be requested up to the date and time notified in the e-procurement portal through email.</p> <p>Email to be sent at yuvaraj@junglelodges.com with the subject line “<i>Queries concerning Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort</i>”</p>
14.	3.1	Language of the Proposal	English
15.	3.3	Price of Services	<p>The Bidder shall express the price of their services as a Revenue Share percentage, inclusive of all applicable taxes, duties and cess. The Financial Proposal should not include any conditions attached to it and any such conditional proposal shall be rejected.</p> <p>The Revenue Share percentage is the percentage of Net Revenue (Gross Revenue less Deductions) that the Client shall pay to the successful Applicant for the</p>

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Sl. No.	Section	Title	Details
			<p>successful operation of providing wellness services at the Devbagh Beach Resort under the scope of this assignment during the tenure of the contract. Kindly refer GC 1.1 of Section 6 for the definitions of Gross Revenue and Deductions.</p> <p><i>For illustration,</i> <i>Assume the Bidder has quoted 5.00% (Five-point Zero percentage) as the Revenue Share percentage. The Net Revenue for the successful operation of activities under this Contract is INR 20 Lakh. Hence, the Client shall pay INR 1 Lakh as the Revenue Share amount to the Bidder.</i></p> <p>The Client shall be responsible for collection of fees / usage charges from customers who intend to undertake Wellness services and shall provide tickets / vouchers to the customers after payments. The selected Bidder shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.</p> <p>The accepted Financial Proposal shall be applicable for the entire duration of the Contract. No escalation in these costs shall be allowed during the Contract Period without significant variation in scope of work or additional activities. Any escalation in costs or modification in scope of work shall be as per the provisions of the Contract.</p>
16.	3.8	Price Offer	<p>The Bidder shall submit the Revenue Share percentage (that the Client shall pay to the Selected Wellness Service Provider for the successful operation of Wellness Services) as the price offer as per Form 4A for all the services sought by the Client in the Terms of Reference during the tenure of the contact.</p> <p>The Revenue Share percentage should be entered as a percentage up to two decimal places.</p> <p><i>The Proposal should not have any information pertaining to the Financial Proposal/ Price offer except where specifically asked for i.e. Form 4A as asked to be submitted in a sealed envelope, otherwise this shall lead to rejection of the submitted bid.</i></p>
17.	3.9	Validity of Proposal	180 days from submission of Proposal
18.	4.5.1 a	EMD	Not Applicable
19.	4.5.8	Submission by e-mail	Not Applicable, submissions acceptable only through post.
20.	4.5.11	Refund of EMD	Not Applicable

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Sl. No.	Section	Title	Details
21.	4.6	Last Date and time for submission of proposal	As notified on JLR website and in the Data sheet
22.	5.1	The address to send information to the Client is:	Mr. M. Yuvaraj Sr. General Manager Jungle Lodges and Resorts Limited Ground Floor, Khanija Bhavan, 49 Racecourse Road, Bengaluru – 560 001 Telephone: +91 9449599766 080 4055 4055 Email: yuvaraj@junglelodges.com with a cc marked to info@junglelodges.com
23.	5.7	Ranking of the Bidders	1. The Applicant quoting the lowest Revenue Share percentage shall be selected. 2. In case of a tie of Financial Proposals, preference will be given to the Applicant with higher Financial Turnover.
24.	6.1	Address for negotiation	Jungle Lodges and Resorts Limited, Ground Floor, Khanija Bhavan West Wing, 49 Racecourse Road, Bangalore – 560001, Karnataka Phone: 080 4334 4343
25.	7.2	The assignment is expected to commence on [Month, Year] at [Location]	Tentative Date: Within 15 days of the signing of the Contract at Bengaluru, subject to approval by relevant authorities.
26.	8.1	Performance Security	INR 50,000 (Rupees Fifty Thousand only)

Section 3. Financial Proposal – Standard Forms

All the form mentioned below are mandatory for submission or else the Proposal shall be rejected

- **Power of Attorney for Authorised Signatory**
- 3A. Financial Proposal Submission Form

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

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 submission of our financial bid for Services for the proposed assignment "**Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort**" 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)

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3A. Financial Proposal submission form

Note:

- 1 Applicant should quote the percentage Revenue Share (up to two decimal places) for the tender.
- 2 The Proposal submitted should not have any information pertaining to the Financial Proposal/ Price offer except where specifically asked for i.e. Form 4A.
- 3 Applicant should submit this form 4A in an individual separate sealed envelope inside the outer envelope containing the Proposal documents.

To

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

Dear Sir

Subject: Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort.

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

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

JLR Property	Financial Proposal – in Percentage Revenue Share (up to 2 decimals)
Devbagh Beach Resort, Uttara Kannada District.	

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

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.

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Service Provider:

Address:

Section 4. Terms of Reference

1. JLR

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

2. Background

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

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

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

3. Proposed Location for providing Wellness Services

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

Location	Address
Devbagh Beach Resort	Tariwada, Sadashivgad, Karwar- Uttara Kannada District. 581352

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

Brief details of the current status of the JLR property is enclosed for Applicant's primary understanding,

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

JLR Property: Devbagh Beach Resort, Uttara Kannada District.

Location Details: Tariwada, Sadashivgad, Karwar- Uttara Kannada District. 581352

Property Managers Name: Karthik M. V.; Phone: 9449599778; Email: devbagh@junglelodges.com

Details of the JLR Property:

1. Total nos. of Rooms on-the property: **19 nos.**
2. Total nos. of Rooms allocated for Wellness services: **2 nos.**
3. Nos. of Wellness Spa Rooms Dedicated for Males: **1 no.**
4. Nos. of Wellness Spa Rooms Dedicated for Females: **1 no.**

Tourist Reservation/tourist footfall/ visitor's Statistics year wise for the past 5 years (for years 2020, 2019, 2018, 2017, 2016).

Sl.no.	Year	Reservations/Tourist footfalls/ Visitor's
1	2016	3,536
2	2017	4,074
3	2018	3,554
4	2019	2,924
5	2020	1,941

Tourist Statistics of wellness services reservations/ or services provided at the property year wise for Past 5 years (For years 2020, 2019, 2018, 2017, 2016)

Sl.no.	Year	Wellness services reservations/ or visitors availing the wellness services
1	2016	199
2	2017	Not Operational
3	2018	Not Operational
4	2019	Not Operational
5	2020	Not Operational

Present Status of the Facility provided for carrying out the Wellness Services at the Devbagh Beach Resort

Sl. no.	Room	currently Room is used as	Size of the Room <i>(Length in Fts X Breadth in Fts X Height in Fts X)</i>	Facilities/ Equipment present within the room	Current Condition of the room	Description about the present condition of the Room
1	Room 1	Not Operational	20' x 14' x 14'	<ul style="list-style-type: none">▪ Bathroom,▪ Toilet,	Not in good condition	Room needs renovation
2	Room 2	Not operational	20' x 14' x 14'	<ul style="list-style-type: none">▪ Bathroom,▪ Toilet,	Not in good condition	Room needs renovation

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Sl.no.	Name of Room	Men's	Women's
	Size of the Room	20' X14'X14'	20'X14'X14'
1	Photographs of exterior of Room		
2	Photographs of the Room from within		
3	Photographs of Room furniture/ equipment	-NA-	-NA-

Note:

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

4. Contract Period

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

5. Terms and Conditions for Providing Wellness Service at Devbagh Beach Resort

5.1. Definitions

“**Wellness Service**” are service that are offered with the aim of maintaining and improving one’s holistic health and may include spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies

“**Wellness Service Provider**” or “**Service Provider**” (**WSP**) is any legal entity under the relevant law, offering wellness services and is certified under the applicable law to provide wellness services. “**Wellness Centre**” is the place at JLR property where Service Provider shall provide wellness services to its visitors.

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

The Roles and Responsibilities of the **Selected Service Provider** and Jungle Lodges and Resorts Limited (JLR or “**Client**”) are detailed below.

5.2. Specifications for Wellness Centre

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

1. The Wellness Centre must have the following credentials –
 - a. The Service Provider **must** be registered under the Karnataka Private Medical Establishments Act (KPME) 2009 or Department of AYUSH, Government of Karnataka or licensed by the State Government under the applicable law.
 - b. The Wellness Centre can offer services only for the health systems for which it has at least 1 (one) qualified Doctor. The Wellness centre should have qualified doctor / doctors who shall meet the following qualification criteria for the respective health systems–

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

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

- c. If providing massage treatment, at least one government-approved male masseur and at least one government-approved female masseur should be on the payroll of the Wellness Centre facility/ Wellness Service Provider.
- d. All paramedical staff including teachers, practitioners, masseur, nutritionist, nurses, etc. for AYUSH services should be well trained and should hold relevant certifications and qualifications from competent authorities.
- e. The Service Provider will have to follow the acts, norms and guidelines laid down by the State Government and Central Government for operations, cleanliness, insurance and safety.

2. General

1. Wellness program / services details with duration and rate should be well exhibited
2. Various departments, names of doctors available, timing of OP and services should be well displayed
3. The rights and responsibilities of patients in the prescribed format should be displayed
4. Wellness Centre must have all necessary licenses / no objection certificate (NOC) from the relevant local authorities, applicable statutory bodies, and any other concerned authorities, as may be applicable for the respective project.

5.3. Operational Requirements for Wellness Services

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

1. General

1. Staff shall be well-dressed, well-groomed and properly trained.
2. Staff shall preferably be trained local residents specialized in the respective fields of operation.
3. Staff shall be hospitable and capable to effectively respond to tourist requirements and should have a fair idea of the places of tourist interest in the State.
4. Properly equipped first aid kit should be available at the reception / front-desk and adequate first aid training should be provided to the staff. Adequate first aid training should be provided to the staff.

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5. A well-defined mechanism should be available to handle a medical emergency. Management / team leader of the Service Provider of the project site shall maintain effective coordination with local medical establishments.
6. Should prominently display directions and contact details of closest police station, fire station, and hospital / healthcare facility.
7. Information about nearby sites / activities / destinations of tourism interest should be displayed in the reception / front office area.
8. There should be sufficient signage in English and Kannada for facilities at the wellness centre.
9. The Wellness Services must be conducted in compliance with all applicable local acts, rules and regulations.
10. The Wellness Centre and premises should be kept clean and hygienic.
11. Gloves, masks, soaps and disinfectant should be available and used properly.
12. Reception must be manned for minimum 16 hours with 24 hour call services available.
13. Complaint and suggestion box should be available in the waiting area
14. Feedback register should be available.
15. Facility for messages for guests to be recorded and delivered should be available.

2. Wellness Facilities, Treatment Areas and Medicines

1. Privacy of patients should be ensured during patient examination and treatment.
2. Case records [OP ticket, patient register, case sheets, treatment register, discharge card] should be filed in a systematic manner
3. Prescriptions should be written in specified location in the case sheet by the treatment doctor
4. Medication orders should be clear, legible, dated, timed and signed
5. Intake medicines used should be GMP certified
6. Adequate amount of emergency medicines and first aid should be stocked at all time
7. Medicines should be stored in clean, well lit and ventilated environments as specified by the manufacturer

3. Staff

1. Staff should wear name badges.
2. Attendance register for all staff should be maintained in a systematic manner
3. Staff record containing qualification, training, appointment order should be maintained

5.4. Licenses, Clearances and Approvals

- 1 The Service Provider shall be solely responsible for obtaining all necessary sanctions, licenses, consent, clearances, approvals etc. for the successful operation and management of Wellness activities. The Service Provider shall be responsible for keeping such documents effective and in force at all material times throughout the term of the Assignment.
- 2 The Client shall facilitate the Service Provider on a best effort basis in obtaining the necessary sanctions consent, clearances and approvals for this assignment. However, the Service Provider shall be solely responsible for obtaining technical qualification such as licenses, certification, etc.

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- 5.5. **Cleanliness:** The Service Provider shall be responsible for cleanliness in the areas of operation of activities. Failure of the Service Provider to comply may attract penalty and legal action from the Client.
- 5.6. **Waste Management:** The Service Provider shall work with the Client to ensure segregation of waste as per local laws and undertaking of waste management measures. Failure of the Service Provider to comply may attract penalty and legal action from the Client.
- 5.7. The Service Provider shall carry out the activities in accordance with the aesthetics, public peace, and tranquillity of the project site.
- 5.8. The Service Provider shall ensure that they do not make any unauthorized usage of the infrastructure at the properties.
- 5.9. The Client may appoint an independent expert to review the progress of the Service Provider on a quarterly basis.
- 5.10. The Client may appoint an independent expert to monitor and evaluate the Wellness Services being operated by the Service Provider at the Devbagh Beach Resort.

6. Revenue Collection

6.1. Guests / Customers for Activities

- 6.2. All guests / customers shall have to make a booking with at the front desk / designated booking counter at the JLR property before undertaking the activities.
 - a. The Wellness Services shall be offered on priority to the guests who are staying at the respective JLR property.
 - b. The services may also be offered to direct customers and walk-in customers. However, all guests / customers shall have to make a booking with at the front desk / designated booking counter at the JLR property before undertaking the activities
- 6.3. The Service Provider shall have the right to fix the prices of services in consultation with the client on a mutually agreeable basis. The client may provide inputs for determination of the appropriate pricing for the various Wellness Services as well as for packaging of services.
- 6.4. The Client shall be responsible for collection of fees / usage charges from customers who intend to undertake wellness services and shall provide tickets / vouchers to the customers after receipt of payment. The Client shall appoint the required manpower for online and offline ticketing.
- 6.5. The Service Provider shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.

7. Reporting Requirement

7.1. Monthly Meeting

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

7.2. Quarterly Review Meeting

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

7.3. Quarterly Progress Report

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

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

8. Obligations of Selected Service Provider

8.1. Roles and Responsibilities

a. Wellness Service

- i The Service Provider shall provide wellness services as per the acts, norms and guidelines laid down by the ***Karnataka Private Medical Establishment Authority or similar competent authority of State Government and Central Government***
- ii The Service Provider shall ensure that the quality of services provided are consistent with the standards set by ***National Accreditation Board for Hospitals and Healthcare Providers, Government of India or any other similar competent authority within India***. The quality of service provided shall enhance the JLR's reputation as a high-quality and trustworthy tourism services provider.
- iii The Service Provider shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods.
- iv The Service Provider must demonstrate a good understanding of the JLR's business and sales objectives.
- v The Service Provider shall ensure that they are compliant with applicable acts, rules, regulations and guidelines of relevant authorities.
- vi The Service Provider shall provide panchakarma table/beds, massage beds, Shirodhara stands, and other equipments required for successfully providing high quality wellness service, if not provided by the JLR.
- vii All the consumables like towels, disposable massage bed covers, oils, creams, tissues, gloves, etc. required for successfully providing high quality wellness service shall be provided by the Service Provider.
- viii The Service Provider shall be responsible for the continuous maintenance, high standard of cleanliness, sanitation, hygiene etc. in the premises where wellness service is being offered, including toilets.
- ix The Service Provider shall maintain record of all the customers and the services availed by them in a systematic manner and shall be made available to JLR for verification.
- x The timings of the service shall be as per local prevailing by-laws of the Local Administration.
- xi All services rendered at the property shall have a rate list displayed at prominent places
- xii Officials or representatives of the JLR may, at any time, monitor the quality and standards of the wellness services. The Service Provider shall assist/co-operate with

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the JLR officials in this regard. Failure of the JLR in this compliance doesn't relieve the Service Provider from his obligations and duties towards the same

- xiii The Service Provider shall be solely liable towards any complaints, or any action taken by any person against quality/standard of services rendered by the Service Provider, or behaviour of its employees, staff and supervisors in the JLR premises.
- xiv The Service Provider shall provide a comfortable, safe and secure environment to the customer. The Service Provider shall not indulge in any nefarious activity while providing wellness services at the JLR Property. Use of any kind of photograph recording or video recording devices is strictly prohibited.

b. Human Resources

- i The Service Provider shall engage only such persons who will have good character/behaviour and are skilful/qualified in their business
- ii The Service Provider shall have a team of certified/ licensed staff and practitioners on the payroll of the Service Provider who shall provide wellness services at Devbagh Beach Resort – the JLR property under the RFP.
- iii Cross-gender massage services to customers are strictly prohibited. Wellness service to male customers shall be provided by only male staff members of the Service Provider and service to female customers shall be provided by only female staff members of the Service Provider.
- iv The Service Provider shall give special attention to the manner in which his employees/ staff receive customers and render services ensuring good hospitality, congenial and pleasant atmosphere at JLR property.
- v Special care shall be taken for the employee's health and to ensure that all the workers/employees employed by the Service Provider in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate from an RMP (Registered Medical Practitioner) in respect of each employee is required to be maintained by the Service Provider every six months or earlier. The same may be submitted if demanded by the JLR.
- vi The Service Provider shall also have all persons employed by him, verified by the local police and maintain the record of the police clearance certificate of its staff.
- vii The Service Provider shall inform JLR, in writing, on any changes or addition in staff and practitioners providing wellness service at Devbagh Beach Resort under the RFP
- viii The team should be well versed in following languages - Kannada, Hindi and English

c. Prices for Wellness Service

- i The Service Provider shall have the right to fix appropriate prices and revise the prices for the wellness service offered, in consultation with the Client on a mutually agreeable basis.
- ii The Client may provide inputs for determination of the appropriate pricing for the wellness service.
- iii The Client shall be responsible for collection of fees / usage charges from customers who intend to undertake wellness services and shall provide tickets / vouchers to the customers after receipt of payment. The Client shall appoint the required manpower for online and offline ticketing.

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d. Others

- i The Service Provider shall ensure complete Privacy of customers while providing wellness service
- ii The Service Provider, his agents and employees/ staff shall, at all times, observe/perform and comply with all applicable laws/ rules and regulations
- iii The Service Provider shall provide marketing support for the promotion of JLR properties and its tourism products.
- iv The Service Provider shall be wholly and fully responsible for the safety and lives of the customers and their staff.
- v Segregation of the waste material will also be undertaken by the Service Provider as per the local rules and regulations. The Service Provider shall collect all garbage in bags/ boxes/trolleys permitted as per local municipal guidelines
- vi The Service Provider shall hand over the possession of the specified area, facility and the infrastructure provided by JLR on as-is-where-is basis after the completion of the tenure of their services at the property
- vii The Service Provider shall use the JLR's Premises prudently and without causing any damages to the Premises or any part thereof if notwithstanding the above, any damage caused to the Premises or to any part thereof.
- viii The Service Provider shall not carry out any permanent or structural alterations or additions to the Premises without prior permission of the JLR
- ix The Service Provider shall submit a report every 3 months during the agreement period providing a summary of the support provided by each party to the other under this RFP
- x The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods. The Service Provider shall always act, in respect of any matter relating to the Services, as a faithful advisor to the Client and at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.
- xi The Service Provider is solely responsible for ensuring safe operation of wellness services and managing associated risks. This should be achieved through careful supervision, training, instruction and information. On the basis of risk assessment, Service Provider shall take reasonably practicable measures to ensure the safety of participants, including safety devices and protocols designed to limit the risk or consequences of falls, collisions or any accidents / mishaps.
- xii The Service Provider must demonstrate a good understanding of the Client's business and sales objectives. The Service Provider shall ensure the quality of services provided by them is commensurate with the Client's brand and enhances the Client's reputation as a high-quality and trustworthy tourism services provider.
- xiii The Service Provider is expected to familiarise themselves on Government issued acts, rules, notifications, and guidelines for safe operation of Wellness Services and allied services/activities. The Service Provider is solely liable for ensuring that they

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adhere to any such acts, rules, notifications, and guidelines issued by the Government of India or the Government of Karnataka.

- xiv The Service Provider shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations for the Assignment in a timely manner.
- xv The Service Provider, during the period of contract, will observe all statutory laws as laid down from time to time.
- xvi The Service Provider will maintain a high level of professional ethics and will not act in any manner, which is detrimental to the Client's interest and maintain confidentiality on matters disclosed.
- xvii The Service Provider will not generate any financial liabilities or encumbrance on the Client from its subcontractors, banks or other financial agencies and material suppliers.
- xviii The Service Provider shall render such other professional services as are necessary and incidental to the satisfactory completion of the services.
- xix The Service Provider understands that this agreement is on a principal to principal basis and it does not constitute any partnership or agency between the parties. The Service Provider alone will be responsible for his employees or third parties for any injury caused to them due to the work of the Service Provider. Further if any claim is made against the Client for the aforementioned reasons, he will keep the Client duly indemnified.
- xx The Service Provider shall provide the Client with prompt written notice of any changes in the Service Provider's name, ownership, or form of organisation.

9. Obligations of the Client

a. Basic Infrastructure

- i The Client shall provide specified space in their property along with basic infrastructure, required to provide wellness services at JLR Property.
- ii The Client shall provide space with minimum 2 (two) wellness service rooms – one for male and one room for female. The rooms shall have proper signage for male and female.
- iii The Client may provide massage beds and Shirodhara stands at selected properties wherever they are available.
- iv Hot water facility shall be made available for bathing and other purpose.
- v The Client shall provide bathrooms facilities with toilets adjacent/attached to the wellness service rooms separately for male and female.

b. Other Facilities

- i The Client shall support the Service Provider with laundry/ dry cleaning facilities.
- ii The Client shall provide waste disposal facility for eco-friendly and scientific disposal of solid, liquid, waste and garbage being generated
- iii The Client shall be responsible for payment of the Utility Charges limited to Water & sewage bill, Electricity Bill only. The rest of the Utility charges if any i.e. Internet/telephone, Trash & recycling and if any shall be borne by the Service Provider.

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- iv The Client may provide accommodation facility for the staff members of the Service Provider, wherever available. However, it shall be the sole responsibility of the Service Provider for providing accommodation arrangements for his staff members.
- v The Client may provide meals service the staff of the Service Provider working at the JLR property, at a reduced tariff.
- vi The Client shall carry out marketing and promotion of the wellness service being offered by the Service Provider on various platforms like – website, brochures, social media

c. Revenue Collection

- i The Client shall be responsible for collection of fees / usage charges from customers who intend to avail wellness service at JLR Property.
- ii The Service Provider shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Client.
- iii The Client may provide packages to the guest with complimentary wellness services. In such cases the cost of wellness services shall be borne by the Client. The payable Revenue Share for such services shall be remunerated to the Service Provider by the Client.
- iv 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 under this RFP
- v Officials or representatives of the Client may, at any time, may monitor the quality and standards of the service being offered and the compliance to the applicable laws.
- vi The Client reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations.
- vii The Client shall not be vicariously liable for any act of the Service Provider and the Service Provider shall alone be liable for violation of any law. The Service Provider agrees to indemnify the Client from all claims.

9.2. Reserved Rights of the Client

- i 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.
- ii 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.
- iii The Client will not be vicariously liable for any act of the Service Provider and the Service Provider shall alone be liable for violation of any law. The Service Provider agrees to indemnify the Client from all claims.
- iv No waiver by the Client of failure or failures by the Service Provider to perform any provision of this Assignment shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.
 - a. Client reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations.
 - b. Client shall not be vicariously liable for any act of the Service Provider and the Service Provider shall alone be liable for violation of any law. The Service Provider agrees to indemnify JLR from all claims.

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

9.3. General Terms and Conditions

- (i) **Cooperation:** The Parties shall extend full assistance and cooperation to each other during the Term RFP
- (ii) **Jurisdiction:** The Selected Service Provider agree that the courts and tribunals in Karnataka shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this RFP and accordingly any suit, action or proceedings arising out of or in connection with this RFP may be brought in such courts or the tribunals and the Parties irrevocably submit to, generally and unconditionally, the jurisdiction of those courts or tribunals
- (iii) JLR reserves the right to withdraw this RFP, without assigning any reasons for the same, if the Client determines that such action is in the best interest

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

1. List of Facilities to be provided by the Client 'JLR'

The Client shall provide the following facilities at the location for the conducting wellness services by the Service Provider –

- i. The Client shall provide specified space in their property along with basic infrastructure, required to provide wellness services at Devbagh Beach Resort.
- ii. The Client shall provide space with 2 (two) wellness service rooms – one for male and two rooms for female.
- iii. Hot water facility shall be made available for bathing and other purpose.
- iv. The Client shall provide bathrooms facilities with toilets adjacent/attached to the wellness service rooms separately for male and female
- v. The Client shall provide marketing support for the promotion of Wellness Services provided at the JLR properties.

2. List of other Facilities to be provided by Client

The Client shall provide the following facilities at the location for conducting wellness services by the Service Provider –

- i. The Client shall support the Service Provider with laundry / dry cleaning facilities, but the charges for availing such services shall be borne by the Service Provider.
- ii. Segregation of the waste material will also be undertaken by the Service Provider as per the local rules and regulations. The Service Provider shall collect all garbage in bags/boxes/trolleys permitted as per local municipal guidelines. However, the Client shall provide waste disposal facility for eco-friendly and scientific disposal of solid, liquid, waste and garbage being generated
- iii. The Client may provide accommodation facility for the staff members of the Service Provider, wherever available. However, it shall be the sole responsibility of the Service Provider for providing accommodation arrangements for his staff members.
- iv. The Client may provide meals service the staff of the Service Provider working at the JLR property, at a reduced tariff.
- v. The Client shall bear the cost of utility charges only for the listed below,
 - a. Electricity charges,
 - b. Water utility charges.
- vi. The Client shall carry out marketing and promotion of the wellness service being offered by the Service Provider on various platforms like – website, brochures, social media.

Annexure 2 – Facilities and Equipment to be provided by the Service Provider

1. List of Facilities to be provided by Service Provider

The Service Provider shall provide the following minimum facilities at the location for the conducting Wellness Services–

1. Signage as per the scope of services

The Service Provider shall consult with the Client to arrange for any other facilities that may be required for the operation of Wellness Services.

2. List of other facilities and/ Equipment to be provided by Service Provider

The Service Provider shall provide the facilities and/ equipments in sufficient numbers at the location for successfully conducting Wellness Services as per **sub-section 8: Obligations of Selected Service Provider under section 4 of Terms of Reference** of this RFP.

Annexure 3 – Overview of Operating Instructions for Wellness Services

The Service Provider shall provide wellness services as per the acts, norms and guidelines laid down by the **Karnataka Private Medical Establishment Authority** or **similar competent authority of State Government and Central Government**.

The Service Provider shall ensure that the quality of services provided are consistent with the standards set by **National Accreditation Board for Hospitals and Healthcare Providers, Government of India or any other similar competent authority within India**. The quality of service provided shall enhance the JLR's reputation as a high-quality and trustworthy tourism services provider.

The Service Provider must review the guidelines in their entirety and ensure that they are updated on the latest norms and guidelines. The Service Provider shall be solely responsible for compliance with applicable norms, guidelines, regulations and laws.

Operating Instructions:

*Please refer **sub-section 5.3 Operational Requirements for Wellness Centre** under **section 4 of Terms of Reference of this RFP**.*

Section 5. Draft Contract for Wellness Service Provider

Between

[Name of Client]

And

[Name of Service Provider]

Dated:

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

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I. Form of Contract

This CONTRACT (hereinafter called the “**Contract**”) is made the ____ day of the month of _____, 20__ between

The Jungle Lodges and Resorts Limited, Government of Karnataka, having its office at the Ground Floor, Khanija Bhavan, 49 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 “**Selected Bidder**” or “**Service Provider**” which expression shall include their respective successors and permitted assigns) on the Second Part

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

*A consortium consisting of the following entities _____, [a company incorporated under provisions of the Companies Act, 1956 / a limited liability partnership registered under the provisions of Limited Liability Partnership Act, 2008 / a partnership firm registered under the provisions of the Indian Partnership Act, 1932 / a sole proprietorship registered under relevant Shops and Establishment Act] having its registered office at _____, and _____, [a company incorporated under provisions of the Companies Act, 1956 / a limited liability partnership registered under the provisions of Limited Liability Partnership Act, 2008 / a partnership firm registered under the provisions of the Indian Partnership Act, 1932 / a sole proprietorship registered under relevant Shops and Establishment Act] having its registered office at _____, each of which will be jointly and severally liable to the Client for the Service Provider’s obligations under this Contract (hereinafter called the “**Second Party**” or “**Selected Bidder**” or “**Service Provider**” which expression shall include their respective successors and permitted assigns) on the Second Part]*

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

WHEREAS

1.1.1. The Client has proposed to provide wellness services at **Devbagh Beach Resort** by engaging a qualified and experienced Wellness Service Provider for the operation of wellness service centre and wellness services for the period agreed herein. In this regard, the Client had issued RFP No. _____ dated _____ for selection of a suitable Wellness Service Provider.

1.1.2. After a competitive bidding process, the Service Provider has been selected to provide wellness services at **Devbagh Beach Resort** in the areas identified by JLR and in accordance with the terms and conditions of this Agreement. Accordingly, a Letter of Intent

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

No. _____ dated _____ has been issued to the Service Provider. The Service Provider has duly acknowledged the letter of intent vide its Letter No. _____ dated _____.

1.1.3. The Client has requested the Service Provider to provide certain services for the operation of activities as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “**Services**”);

1.1.4. The Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

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

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

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

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

By

(Authorized Representative)
Designation: Managing Director

FOR, AND ON BEHALF OF
_____ (*Name of Service Provider*)

By

(Authorized Representative)
Designation: _____

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

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

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the under Applicable Law, in connection with the Services during the subsistence of this Contract
- c. **"Arbitration Act"** means Arbitration and Conciliation Act 1996 and amendments thereof, read with Arbitration Centre – Karnataka (Domestic & International) Rules, 2012 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- d. **"Commencement Date"** means the date on which the Service Provider begin carrying out the Services pursuant to Clause GC 2.2
- e. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- f. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause GC 6;
- g. **"Deductions"** shall include GST and any other tax or cess payable by JLR under Applicable Law on the revenues from items indicated in Gross Revenue.
- h. **"Due Date"** means each date for making the Revenue Share Payment as set out in Appendix E.
- i. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- j. **"GC"** means these General Conditions of Contract;
- k. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
- l. **"Government"** means the Government of Karnataka
- m. **"Gross Revenue"** means revenues, in Indian Rupees, generated by the Authority from fees / usage charges / ticket sales for the Services provided by the Service Provider
- n. **"Local currency"** means Indian Rupees
- o. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
- p. **"Material Breach"** shall mean and include the following
 - a. Failure by the Service Provider to procure the requisite insurance in accordance with this Contract;

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

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.

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1.6. Authorized Representatives

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

1.7. Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modification

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

2.5. Force Majeure

2.5.1. Definition

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

2.5.2. No Breach of Contract

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

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

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- iv. the measures which the affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure event and to resume performance of such of its obligations affected thereby; and
- v. any other relevant information concerning the Force Majeure event, and/or the rights and obligations of the Parties under this Agreement.

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

2.5.3. Extension of Time

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

2.5.4. Payments

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

2.5.5. Consultation

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

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

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

2.5.6. Reporting

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

2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.7. Termination

2.7.1. By the Client

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

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

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

For the purpose of this clause:

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

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

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

2.7.2. By the Service Provider

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

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

2.7.3. Cessation of Rights and Obligations

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

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;

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- iii. any right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

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

2.7.5. Payment upon Termination

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

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

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1. General

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

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

3.2. Conflict of Interests

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

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

3.2.2. Procurement Rules of Funding Agencies

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

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

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

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

3.2.4. Prohibition of Conflicting Activities

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

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

3.3. Confidentiality

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

3.4. Insurance to Be Taken out by the Service Provider

The Service Provider

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

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

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

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

3.6. Reporting Obligations

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

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

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

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3.8. Equipment and Materials Furnished by the Client

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

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

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

4. SERVICE PROVIDER' PERSONNEL AND SUB-CONTRACTOR

4.1. Description of Personnel

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

4.2. Removal and/or Replacement of Personnel

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

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

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

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

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

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance and Exemptions

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

a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

b) assist the Service Provider and the Personnel and any Sub-Contractor employed by the Service Provider for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

c) provide to the Service Provider, Sub-Contractor and Personnel any such other assistance as may be specified in the SC.

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5.2. Services and Facilities

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

6. PAYMENT TO THE SERVICE PROVIDER

6.1. Revenue Share Payment

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

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

6.2. Percentage Net Revenue Share

The percentage net revenue share is set forth in the SC.

6.3. Payment for Additional Services

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

6.4. Terms and Conditions of Payment

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

6.5. Interest on Delayed Payments

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

6.6. Mode of Payment

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

6.7. Penalty for Deficiency in Service

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

6.8. Performance Security

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

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

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Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Service Provider or to any other Party.

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

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

6.8.5. Encashment and Appropriation of Performance Security

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

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

7. SETTLEMENT OF DISPUTES

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

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

7.2.1. Selection of Arbitrators

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

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

7.2.2. Rules of Procedure

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled

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under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

7.2.3. Substitute Arbitrators

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

7.2.4. Qualifications of Arbitrators

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

7.2.5. Miscellaneous

In any arbitration proceeding here under:

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

8. MISCELLANEOUS

8.1. Fairness and Good Faith

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

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

8.2. Indemnification

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

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

8.3. Limitation of Liability

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

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8.4. Assignment

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

8.5. Waiver

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

8.6. Survival

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

8.7. Severability

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

8.8. Amendments

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

8.9. Counterparts

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

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III. Special Conditions of Contract

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

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

Location	Address
Devbagh Beach Resort	Tariwada, Sadashivgad, Karwar- Uttara Kannada District. 581352

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

[1.1 (aa)] **“Project” or “Assignment” or “Wellness Service” or “Service(s)”** are service that are offered with the aim of maintaining and improving one’s holistic health and may include spa therapies, ayurvedic rejuvenation therapies such as Shirodhara, massages for rejuvenation, steam baths and other similar therapies

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

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

[1.4.1] The addresses are:

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

Contact Officer: _____
Designation: _____
Telephone: _____
Email: _____

Name of Service Provider: _____
Address: _____

Telephone Number: _____
Email: _____

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

[1.6] The Client may, from time to time, designate one of its officials as the Authorised Representative. Unless otherwise notified, Managing Director, Jungle Lodges and Resorts Limited is the Authorised Representative of the Client. The Client's Authorised

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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 (**Appendix I: Power of Attorney Submitted by Service Provider**).

The authorized representatives for the client:

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

The authorized representatives for Service Provider:

Name: _____
Designation: _____
Name of Service Provider: _____
Address: _____

- [1.7.1] The Service Provider and the personnel shall pay all such taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- [2.1] The date on which this Contract shall come into effect is Date of signing of Contract (Effective date)
- [2.2] The time period shall be 15 days from the date of signing of Contract (Commencement date).
- [2.3] The **Contract Period** hereby granted is for a period of **24 months** commencing from the Effective Date. The Contract may be renewed for a further period of **12 months** or for a lesser period at the sole discretion of JLR after a performance review. The performance review shall be carried out **3 months before the end** of the Contract Period to take a decision regarding renewal of Contract.
- [3.1.1] **Terms of Reference**
The scope of services to be performed by the Service Provider is specified in the Terms of Reference (the "ToR") at **Appendix A** of this Contract. The Service Provider shall provide the services specified therein in conformity with the time schedule and operational requirements stated therein.
- [3.2.4] At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- [3.4] **Insurance to be taken out by the Service Provider**
The Service Provider shall take out requisite insurance as specified under *Clause 7 Insurance to be taken out by the Service Provider* for providing services as per the Terms of Reference as provided in Appendix A.
- [3.5(a)] Subcontracting is permitted after obtaining the necessary approvals from the Client.
- [3.5(c)] The other actions are as per Appendix A of the Contract

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[3.7 Not Applicable

[3.11 Alterations, Modifications and Additional Facilities

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

[3.13 Peaceful Possession

The Service Provider hereby warrants that:

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

[4.1 The Key Personnel and Subcontracting is permitted after obtaining the necessary approvals from the Client.

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

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

[6.2 The percentage Net Revenue share is ____% (____ percent).

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

[6.4 Terms and Conditions of Payment

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

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

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

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

[6.4.1] Tax Deducted at Source (TDS)

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

[6.4.2] Change in Applicable Law

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

[6.4.3] Reconciliation of Payment

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

[6.5] Due dates are as per Appendix E.

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

[6.5.1] 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.

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

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

Bank Name: _____

Branch Name: _____

Account Number: _____

NEFT IFSC: _____

Branch Address: _____

PAN: _____

Account Type: _____

[6.7] Penalty for Deficiency in Service

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

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

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

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

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

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

[6.8.5 2.] The Client shall have the right to invoke the Performance Security in case the Service Provider fails to complete the Contract Period and terminates the Services before the expiry of the Contract Period.

IV. Appendices

APPENDIX A: DESCRIPTION OF SERVICES

A.1 List of Activities

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

- Provide Wellness Services at Devbagh Beach Resort

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

A.2 Terms of Reference of the RFP

As per Terms of Reference of the RFP

APPENDIX B: REPORTING REQUIREMENTS

As per Terms of Reference of the RFP

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APPENDIX C: RESOURCES COMMITTED BY SERVICE PROVIDER

C-1: List of Key Personnel

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

As per the submissions under Section 3C & 3D of the EoI

C-2: List of Equipment

To be provided by the Service Provider.

As per Annexure 2 of the RFP.

C-3: List of Facilities

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

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APPENDIX E: REVENUE SHARE PAYMENT SCHEDULE

Revenue Share Payment: ___% of Net Revenue

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

Note

- Service Provider must submit a **Performance Security** in any of the forms given below for a lump sum amount of INR 50,000 (Rupees Fifty Thousand only) before commencement of operations –
 - i. Banker's cheque / Demand draft / Pay Order in favour of the Client, payable at Bengaluru.
 - ii. A bank guarantee in the form given in Appendix G of the RFP
 - iii. Fixed Deposit Receipts (FDR) Pledged in the name of Client
- Payments for the first Revenue Share payment shall be made by the Client within 21 days of the completion of the first quarter of operations. Subsequent payments shall be made within 21 days of the completion of the respective quarters.
- Reconciliation of payments for each financial year shall be made by the Parties within one month of finalization of audited financial statements.

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APPENDIX F: DETAILS OF AREA OF OPERATIONS FOR SERVICES

Details of operating area at the location to be provided below

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

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

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

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

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

To

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR (Rupees) and the guarantee shall remain valid till

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

.....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.....

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

APPENDIX H: LETTER OF ACCEPTANCE

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

(To be prepared on the letterhead of the Client)

To:

[Name and Address of the Service Provider]

Dear Sir / Madam,

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

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

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

Yours Sincerely,

Managing Director,
Jungle Lodges and Resorts Limited

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

APPENDIX I: POWER OF ATTORNEY SUBMITTED BY SERVICE PROVIDER

Power of Attorney of Authorised Signatory

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for submission of our financial bid for Services for the proposed assignment "**Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort**" 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)

Selection of Wellness Service Provider for Providing Wellness Service at Devbagh Beach Resort

APPENDIX J: UNDERTAKING REGARDING EXPERIENCE AND QUALIFICATION OF SERVICE PROVIDER

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

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

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