



Jungle Lodges and Resorts

Government of Karnataka

Invites

Request for Proposal

(RFP No. JLRL/2025-26/SE0019)

For

**Selection of CAG empanelled Chartered Accountant
Firm to provide Internal Auditing services to Jungle
Lodges and Resorts Limited**

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Table of Contents

DISCLAIMER	4
SECTION 1. LETTER OF INVITATION.....	5
SECTION 2. INFORMATION TO BIDDERS	7
1. INTRODUCTION.....	7
2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS	8
3. PREPARATION OF PROPOSAL	8
4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS	10
5. PROPOSAL EVALUATION	11
6. NEGOTIATIONS	12
7. AWARD OF CONTRACT	13
8. PERFORMANCE SECURITY	13
9. CONFIDENTIALITY	13
DATA SHEET - INFORMATION TO BIDDERS.....	14
SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS	20
3A. TECHNICAL PROPOSAL SUBMISSION FORM	21
3B. BIDDER’S REFERENCES	23
3C. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT	28
3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	29
3E. POWER OF ATTORNEY OF AUTHORISED SIGNATORY	30
3F. UNDERTAKING FOR EXPERIENCE AND QUALIFICATION FOR PROVIDING AUDITING SERVICES.....	31
3G. UNDERTAKING FOR PROVIDING QUALIFIED RESOURCES - CERTIFIED INTERNAL AUDITOR (CIA) CERTIFICATION AND FELLOW CHARTERED ACCOUNTANT (FCA)	33
3H. FINANCIAL CAPACITY OF THE BIDDER	37
3I. UNDERTAKING FOR LANGUAGE COMPETENCE OF THE BIDDER.....	38
3J. CHECKLIST FOR TECHNICAL FORMS	39
SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS	40
SECTION 5. TERMS OF REFERENCE	43
1. BACKGROUND	43
2. OBJECTIVES.....	43
3. CONTRACT PERIOD	43
4. SCOPE OF SERVICES	43
24. PAYMENT TO INTERNAL AUDITOR BY THE CLIENT.....	45
25. NODAL PERSONNEL FOR COORDINATION WITH JLR.....	45
26. REPORTING REQUIREMENT	45

27.	OBLIGATIONS OF SELECTED INTERNAL AUDITOR	45
28.	OBLIGATIONS AND RESERVED RIGHTS OF THE CLIENT.....	46
SECTION 6. DRAFT CONTRACT FOR INTERNAL AUDITOR’S SERVICES		49
I.	FORM OF CONTRACT	50
II.	GENERAL CONDITIONS OF CONTRACT	53
III.	SPECIAL CONDITIONS OF CONTRACT	68
IV.	APPENDICES	72
APPENDIX A: DESCRIPTION OF SERVICES.....		72
APPENDIX B: REPORTING REQUIREMENTS		73
APPENDIX C RESOURCES COMMITTED BY THE INTERNAL AUDITOR.....		73
APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT		73
APPENDIX E: ANNUAL SERVICE FEE PAYMENT SCHEDULE		73
APPENDIX F: FORM OF GUARANTEE FOR PERFORMANCE SECURITY (PROFORMA BANK GUARANTEE)		74
APPENDIX G: LETTER OF ACCEPTANCE ISSUED BY CLIENT		75
APPENDIX H: POWER OF ATTORNEY SUBMITTED BY INTERNAL AUDITOR		76
APPENDIX I: UNDERTAKING REGARDING EXPERIENCE AND QUALIFICATION FOR PROVIDING AUDITING SERVICES SUBMITTED BY INTERNAL AUDITOR		76
APPENDIX J: UNDERTAKING FOR PROVIDING QUALIFIED RESOURCES - CERTIFIED INTERNAL AUDITOR (CIA) CERTIFICATION AND FELLOW CHARTERED ACCOUNTANT (FCA)		76
APPENDIX I: UNDERTAKING FOR LANGUAGE COMPETENCE OF THE BIDDER.....		76
APPENDIX K: STANDARDS, GUIDELINES, AND PROTOCOLS TO BE FOLLOWED BY INTERNAL AUDITOR		76

Disclaimer

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

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

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

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

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

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

Section 1. Letter of Invitation

1. The **Jungle Lodges and Resorts Limited** invites proposals for ***Selection of CAG empanelled Chartered Accountant Firm to provide Internal Auditing services for JLR and its units.*** The objectives and details of the Services are provided in the attached Terms of Reference.
2. The Bidder will be selected under Least Cost Selection (LCS) and in line with the procedures described in this RFP.
3. The RFP includes the following documents –
 - Section 1 – Letter of Invitation
 - Section 2 – Information to Bidders
 - Section 3 – Technical Proposals – Standard Forms
 - Section 4 – Financial Proposals – Standard Forms
 - Section 5 – Terms of Reference
 - Section 6 – Draft Contract for Internal Auditor's Services

RFP No.: JLRL/2025-26/SE0019

Date: 02nd June 2025

[Through Karnataka Public Procurement Portal only]

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CAG EMPANELLED CHARTERED ACCOUNTANT FIRM TO PROVIDE INTERNAL AUDITING SERVICES TO JUNGLE LODGES AND RESORTS LIMITED

The Jungle Lodges & Resorts Limited (JLR) invites bids from Bidders empanelled with Comptroller and Auditor General of India (CAG) and having requisite experience in financial auditing activities through the Government of Karnataka's Public Procurement portal (<https://kppp.karnataka.gov.in>) for providing internal auditing services of JLR and its units.

Interested Charter Accounting Firms may submit their Request for Proposals (RFP) for providing the auditing services for JLR and requisite Earnest Money Deposit (EMD) through the Karnataka Public Procurement Platform of GoK at <https://kppp.karnataka.gov.in>. The following shall be the calendar of events for tendering:

Sl. No.	Event Description	Date
1	Date of Pre-bid Meeting	10 th June, 2025, 12:00 hrs
2	Last date for receiving queries/clarifications	11 th June, 2025, 15:00 hrs
3	Last date for submitting proposals	24 th June, 2025, 15:00 hrs
4	Opening of Technical Proposal	25 th June, 2025, 15:30 hrs
6	Opening of Financial Proposal	Will be intimated to qualified bidders
7	Earnest Money Deposit	INR 10,000 (Rupees Ten Thousand only)

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

Section 2. Information to Bidders

1. INTRODUCTION

- 1.1. The Client named in the “Data Sheet” will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4. The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client and the project location before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. The Client will provide the inputs specified in the Data Sheet, facilitate the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.
- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. Government of Karnataka (GoK) expects bidders to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1. Without limitation on the generality of this rule, bidders shall not be hired under the circumstances set forth below:
 - a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
 - b. Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the bidders.
 - 1.7.2. As pointed out in para. 1.7.1 (a) above, bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to

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

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

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1. Bidders may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet, before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal of Govt. of Karnataka (<https://kppp.karnataka.gov.in>).
- 2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

TECHNICAL PROPOSAL

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

- 3.3. While preparing the Technical Proposal, bidders must give particular attention to the following:
- a. If a bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with an individual bidder(s) and/or other bidder or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other bidders invited for this Assignment only with the approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the client to enter into a Joint Venture with bidders not invited for this assignment.
 - b. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.
 - c. It is desirable that the majority of the key professional staff proposed to be permanent employees of the firm or have an extended and stable working relationship with it.
 - d. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - e. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - f. Reports to be issued by the bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A)
 - ii. A brief description of the bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.
 - iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
 - iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Bidder should submit this document at the time of the technical presentation.
 - v. Power of Attorney of the Authorized Signatory (Section 3E)
 - vi. Undertaking for Experience and Qualification for providing Auditing Services (Section 3F)
 - vii. Undertaking for providing Qualified Resources – Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA) (Section 3G)
 - viii. Certificate of Financial capacity of the Bidder from statutory auditor in the prescribed format (Section 3H)
 - ix. Undertaking for Language Competency of Bidder (Section 3I)
 - x. Checklist for Technical Forms (Section 3J)
 - xi. Any additional information requested in the Data Sheet.
- 3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidders submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

- 3.6. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7. Bidder shall express the price of their services as per the information provided in Data Sheet.
- 3.8. The Bidder should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including the all applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.
- 3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

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

4.4. EARNEST MONEY DEPOSIT

- 4.4.1. Bidders are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement portal along with the Technical Bid.
- 4.4.2. Bidders can pay the EMD in the Karnataka Public Procurement Portal using any of the valid payment modes.
- 4.4.3. Bidders shall take note of the conditions regarding the EMD on the Karnataka Public Procurement Portal and ensure their compliance with the same.
- 4.5. The completed proposal comprising documents indicated in Clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the RFP document
- 4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.
- 4.7. An authorized representative of the Bidder shall digitally sign the Proposal in Karnataka Public Procurement Portal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

- 4.8. The Bidder shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka Public Procurement Portal.
- 4.9. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on Karnataka Public Procurement Portal.
- 4.10. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.
- 4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through Karnataka Public Procurement Portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.
- 4.12. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.
- 4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the tender schedule notified on the Karnataka Public Procurement Portal. The Financial Proposal of the successful Bidders only will be opened after completion of technical proposal evaluation.

4.14. REFUND OF EMD

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

5. PROPOSAL EVALUATION

GENERAL

- 5.1. From the time the proposals are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.

- 5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

EVALUATION OF TECHNICAL PROPOSALS

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

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

- 5.4. After the evaluation of quality is completed, the Client shall notify those Bidders whose proposals did not meet all the eligibility criteria or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Bidders that have met the requirements for evaluation of technical proposals, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, electronic mail or via the Karnataka Public Procurement Portal.
- 5.5. The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidder and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7. The Client will select the Bidder offering the lowest financial proposal. The selected Bidder will be invited for negotiations.

6. NEGOTIATIONS

- 6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and selected Bidder will then work out final Terms of Reference, staffing, activities, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the selected Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4. Having selected the successful Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the

assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Bidder may be disqualified.

- 6.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the successful Bidder will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second highest financial proposal for negotiations. The process will be repeated until an agreed contract is concluded.

7. AWARD OF CONTRACT

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

8. PERFORMANCE SECURITY

- 8.1. Within 7 working days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet
- i. Banker's cheque/Demand draft/Pay Order in favour of the Client, payable at Bengaluru.
 - ii. A bank guarantee in the form given in Appendix F; or.
 - iii. Fixed Deposit Receipts (FDR) Pledged in the name of the Client
- 8.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.
- 8.3. The Performance Security shall be furnished from any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.
- 8.4. Failure of the selected Bidder to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Client as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Client reserves the right to
- 1. either invite the Bidder with the next best offer for negotiations, or
 - 2. take any such measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

9. CONFIDENTIALITY

- 9.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process until the winning Bidder has been notified that it has been awarded the contract.

DATA SHEET - INFORMATION TO BIDDERS

Sl. No.	Section	Title	Details
1.	1.1	Name of Client	Jungle Lodges & Resorts Limited
2.	1.1	The Method of Selection is	Least Cost Selection (LCS)
3.	1.2	A Technical and a Financial Proposals are requested:	Yes
4.	1.2	Name and Description of Assignment	<p>The name, objectives, and description of the Assignment are:</p> <p><i>“Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited”</i></p> <p>Objective:</p> <p>JLR proposes to undertake various Internal Auditing activities of JLR and its units by engaging qualified and experienced Chartered Account (CA) firm for providing the auditing services in accordance with the terms and conditions of this RFP.</p> <p>The Contract will be for a period of 1 (one) year commencing from the Effective Date. The Contract may be renewed for a further period of 1 (one) year on mutually agreeable terms.</p> <p>The details of the assignment and the scope of work are given in Section 5. Terms of Reference of this RFP.</p>
5.	1.3	The Assignment is phased	No
6.	1.4	Pre-proposal conference time and date	<p>A Pre-proposal conference will be held: Yes</p> <p>Time & Date as notified in the Government of Karnataka Public Procurement Portal</p>
7.	1.4	Pre-proposal conference venue	<p>Jungle Lodges & Resorts Limited Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001 Telephone: 080 4055 4055 Email: info@junglelodges.com</p>
8.	1.4	Official to contact for site visit and further clarification on pre-proposal conference	<p>For arranging any information/ details and any further clarification, kindly reach –</p> <p>Mr. Yuvaraj M. Senior General Manager Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001 Telephone: 080 4055 4055 Email: yuvaraj@junglelodges.com</p>
9.	1.5	The Client will provide the following inputs:	As per Terms of Reference

Sl. No.	Section	Title	Details
10.	1.7.2	The client envisages the need for continuity in downstream work	No
11.	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.
12.	2.1	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portal through email to yuvaraj@junglelodges.com Requests for clarifications must carry the subject line “Queries for RFP for Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited”
13.	3.1	Language of the Proposal	English
14.	3.3 a	Bidder may associate with other participating bidders	No. No Consortium or Joint Venture is permitted for this assignment. No sub-letting or downward contract of the assignment shall be permitted.
15.	3.3 b	The estimated number of key and sub key professional staff months required for the assignment is:	As per Terms of Reference. Based on the Scope of Work, the Bidder shall form a multi-disciplinary team for undertaking this assignment.
16.	3.3 d	The minimum qualification and experience required for the proposed key and sub key professional staff	As per Terms of Reference.
17.	3.3 f	Language of reports	English
18.	3.7	Price of Services	The bidder shall quote a lump sum Annual Service Fee to JLR, including applicable taxes. The financial bid should not include any conditions attached to it and any such conditional proposal shall be rejected. The accepted Financial Proposal shall be applicable for the entire duration of the Contract.
19.	3.8	Price Offer	The Bidder shall submit their Annual Service Fee as the price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the Client in the Terms of Reference. The Annual Service Fee should be entered up to two decimal places.

Sl. No.	Section	Title	Details
			<p>Bidders should note that the Minimum Annual Service Fee shall be INR 4,95,000/- (Rupees Four Lakh Ninety-Five Thousand Only) inclusive of all applicable Taxes.</p> <p>Bidder quoting Annual Service Fee below the specified Minimum Annual Service Fee on the Karnataka Public Procurement Portal shall be disqualified and their bids shall be rejected.</p> <p><i>Earnest Money Deposit (EMD) of the Bidder quoting less than that of the specified Minimum Annual Service Fee shall be forfeited and the tender shall be rejected.</i></p> <p>Bidder shall quote price offer of Annual Service Fee at par or above the specified Minimum Annual Service Fee on Karnataka Public Procurement portal.</p> <p>The Bidder shall quote the Annual Service fee up to two decimal places and shall be inclusive of taxes.</p>
20.	3.9	Validity of Proposal	180 days from submission of Proposal
21.	4.11	Last Date and time for submission of proposal	As notified in the Government of Karnataka Public Procurement Portal
22.	5.1	The address to send information to the Client is:	<p>Jungle Lodges & Resorts Limited</p> <p>Ground Floor, Khanija Bhavan,</p> <p>49 Race Course Road,</p> <p>Bengaluru – 560 001</p> <p>Telephone: 080 4055 4055</p> <p>Email: yuvaraj@junglelodges.com</p>
23.	5.3	Evaluation Criteria for Technical Proposal	As detailed below

5.3.1. The financial bids of only the firms satisfying all of the following evaluation criteria will be considered:

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
1.	<p>Legal Entity:</p> <p>The Bidder should be a company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto or a registered Partnership Firm under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008 with a registered office and operations in India.</p>	<ul style="list-style-type: none"> • If the Bidder is a company – <ul style="list-style-type: none"> ○ Copy of Certificate of Incorporation countersigned ○ Copy of Memorandum of Association and Articles of Association • If the Bidder is a partnership firm or a limited liability partnership – <ul style="list-style-type: none"> ○ Copy of Registration Certificate countersigned ○ Copy of Partnership Deed • Bidder's References at Section 3B by the Bidder.

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
		<ul style="list-style-type: none"> Bidder should submit the following documents – <ul style="list-style-type: none"> Self-attested copy of PAN Self-attested copy of GST registration IT returns for the last completed financial year (FY 2023-24 or AY 2024-25)
2.	Years of Experience: The Bidder should have at least 5 (five) years of experience in providing auditing services to Private Companies / PSUs Entities as on date of issue of tender.	<ul style="list-style-type: none"> Bidder's References at Section 3B Undertaking for Experience and Qualification for providing Auditing services at Section 3F duly filled in by the authorised signatory of the Bidder.
3.	Average Annual Turnover: The Bidder should have had a minimum average annual turnover of INR 25 Lakh (Rupees Twenty-Five Lakhs) from the last 3 (three) completed financial years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24) <i>Note: For Projects/ Assignments where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the contract. The Financial Capacity of the parent/subsidiary/associate entities of the Bidder would not be considered for evaluation</i>	<ul style="list-style-type: none"> Certificate from a Statutory Auditor showing the turnover of the Bidder for the last three Financial Years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24) in the format available in Section 3H
4.	Not Blacklisted / Barred The Bidder / all Member Firms of the Consortium should not have been blacklisted/ barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.	<ul style="list-style-type: none"> Technical Proposal Submission Form at Section 3A
5.	Power of Attorney of Authorised Signatory: The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing the Authorized Signatory for signing this bid.	<ul style="list-style-type: none"> Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing the Authorized Signatory (Suggested format at Section 3E)
6.	Qualification for Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA) for providing Auditing Services: The Bidder shall have resources with Certified Internal Auditor (CIA) certification	<ul style="list-style-type: none"> Undertaking for providing Qualified Resources - Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA) at Section 3G

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	and Fellow Chartered Accountant (FCA) for providing auditing services.	
7.	Registered with the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India (ICMAI) <ul style="list-style-type: none"> If bidder is a Chartered Accountant Firm, then they should be registered with the Institute of Chartered Accountants of India (ICAI) If bidder is a Cost and Management Accountant's Firm then they should be registered with the Institute of Cost Accountants of India (ICMAI) 	<ul style="list-style-type: none"> Undertaking for being registered with the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India (ICMAI) A copy of Certificate of registration with Registered with the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India (ICMAI)
8.	Empanelled with Comptroller and Auditor General (CAG) <ul style="list-style-type: none"> Bidder to be Empanelled with Comptroller and Auditor General for purpose of appointment of auditors of Companies and of Statutory Corporations/ Autonomous Bodies. 	<ul style="list-style-type: none"> A copy of empanelment with registration with Comptroller and Auditor General (CAG) for of appointment of auditors of Companies and of Statutory Corporations/ Autonomous Bodies.
9.	Overall Experience in providing auditing services : The bidder should have experience of delivering auditing services to a minimum of 5 (five) private entities or Government of India entities or Government of Karnataka PSU entities, each with a turnover of at least INR 100.00 (One Hundred) Crores , over the last 5 years (i.e., from April 2020 onwards). Of these, a minimum of 2 (two) entities should be Government of India or Government of Karnataka PSU entities, each with a turnover of at least INR 100.00 (One Hundred) Crores in the same period. The supporting documents for the assignment for assessment of eligibility must clearly indicate the location where the assignment was undertaken, and that auditing services provided as a part of the assignment.	<ul style="list-style-type: none"> Bidder's References at Section 3B A copy of at least one of the following documents signed by the authorized representative for the Client for the assignment should be submitted as undertaking proof for the respective assignment – <ul style="list-style-type: none"> Work Order Agreement Contract Purchase Order Completion Certificate Certificate of Satisfactory Performance
10.	Registered Office in Karnataka: The Bidder should have a full-fledged establishment in Karnataka and an office in Bengaluru.	<ul style="list-style-type: none"> Copy of Certificate of Incorporation countersigned Copy of any of the following documents as address proof for the office, <ul style="list-style-type: none"> Copy of latest utility bill (electricity, water) in name of applicant, attested by the Authorised Signature of the Bidder.

Sl. No.	Evaluation Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
		— Copy of lease agreement of the Applicants office in name of applicant
11.	Language Competency: The Bidder shall have the resources to handle internal auditing services with proficiency in the following languages – <ul style="list-style-type: none"> • Mandatory: Kannada and English 	<ul style="list-style-type: none"> • Signed undertaking for Language Competency of Bidder in format provided at Section 3I

Note:

- For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project.
- The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the Contract.
- The Client reserves the rights to contact any of the Bidder's previous clients to verify the Bidder's experience and credentials. The Bidder shall have no reservations in this regard.

Sl. No.	Section	Title	Details
1.	5.7	Ranking of the Bidders	The Bidder with lowest financial quote shall be selected. In case of a tie, the Bidder with the highest average annual turnover shall be selected.
2.	6.1	Address for negotiation	Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001 Telephone: 080 4055 4055 Email: yuvaraj@junglelodges.com
3.	7.2	The assignment is expected to commence on [Month, Year] at Location]	Tentative Date: <i>Within 15 days of the signing of the Contract at the Head Office of Jungle Lodges and Resorts Limited</i>
4.	8.1	Performance Security	5% of the Annual Service Fee

Section 3. Technical Proposal – Standard Forms

3A. Technical Proposal Submission Form.

3B. Bidder's References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

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

3E. Power of Attorney of Authorised Signatory

3F. Undertaking for Experience and Qualification for providing Auditing Services

3G. Undertaking for providing **Qualified Resources - Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA)**

3H. Financial Capacity of the Bidder

3I. Checklist for Technical Forms

3A. Technical Proposal Submission Form

(On the letterhead of the Bidder)

[Location, Date]

FROM:

(Name of the Bidder)

TO:

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

Dear Sir:

Subject: Proposal for “Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited”

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as indent no:..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Government of Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for *Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited*

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to JLR any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last two years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we have not blacklisted/barred against by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted/barred against by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
7. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by JLR.
8. I/We do not have any conflict of interest

9. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with JLR or any other public sector enterprise or any government, Central or State; and
- 10. I/we have an office in Karnataka at [insert office address] and I/we have an office in Bengaluru at [insert office address] for the purpose of the assignment.**
11. The Proposal is unconditional
12. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
13. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
14. I/we, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer (*Name of the Bidder*) shall not be withdrawn or modified during the period of validity or extended period of validity.
15. I/we, on behalf of the tenderer (*Name of the Bidder*), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then (*Name of the Bidder*) will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **one year** from the date of default.

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

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

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

Address:

3B. Bidder's References

A. Details of the Bidder

(If the Bidder is a Consortium, details to be provided for both Lead Member and Member Firm. Kindly add a second table accordingly)

Sl. No.	Criteria	Details
1.	Name of Company / Firm	
2.	Country of Incorporation	
3.	Date of Incorporation and/or Commencement of Business	
4.	Number of years of experience relevant to this assignment	
5.	Brief description of bidding entity including details of its main lines of business and proposed roles and responsibilities in this Project	
6.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
7.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
8.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
9.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
10.	Nature of Business (such as Govt. Organization/Undertaking, Public/ Private Ltd. Co., Partnership Firm, HUF, etc.)	
11.	Company / Firm registration details along with the supporting documents as specified in RFP	
12.	PAN Card Number. Self-attested copy to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
13.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No

14.	Copy of IT Returns for the last completed financial year (FY 2022-23)	Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No																																				
15.	Financial Eligibility of the Bidder		2021-22	2022-23	2023-24																																	
		Turnover in INR Lakh																																				
16.	Qualification for Certified Internal Auditor (CIA) certification for providing Auditing Services:	<table border="1"> <thead> <tr> <th>#</th><th>Resources</th><th>Certification</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table>				#	Resources	Certification	1.			2.			3.			4.																				
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18.	Registered with the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India (ICMAI)	<ul style="list-style-type: none"> Registered with the Institute of Chartered Accountants of India (ICAI) <input type="checkbox"/> Yes <input type="checkbox"/> No Registration No. _____ Registration Certificate enclosed <input type="checkbox"/> Yes <input type="checkbox"/> No Registered with the Institute of Cost Accountants of India (ICMAI) <input type="checkbox"/> Yes <input type="checkbox"/> No Registration No. _____ <input type="checkbox"/> Yes <input type="checkbox"/> No 																																				
19.	Internal Auditing Services that the Bidder is experienced with (provide list of clients and performed)	<table border="1"> <thead> <tr> <th>Sl. No.</th><th>Client</th><th>Location and Activities Performed</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>				Sl. No.	Client	Location and Activities Performed	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
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B. Summary of Experience

I/we M/s _____ [Name of Bidder] do hereby undertake that I/we have been in the field of providing auditing service and have experience in providing Internal Auditing Services for the following clients –

*[Using the format below, the Bidder shall provide a summary of their work experience in providing internal auditing services to a minimum of 5 (five) private entities or Government of India entities or Government of Karnataka PSU entities, each with a turnover of **at least INR 100.00 (One Hundred) Crores**, over the last 5 years (i.e., from April 2020 onwards). Of these, a minimum of 2 (two) entities should be Government of India or Government of Karnataka PSU entities, each with a turnover of at least **INR 100.00 (One Hundred) Crores** in the same period. (refer Clause 5.3.1 Sl. No. 8 of the RFP document)]*

*Kindly note that only the assignments submitted under **Bidder's References at Section 3B** with your technical proposal on the Karnataka Public Procurement Portal shall be considered for assessment and no new assignments shall be considered.]*

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

Sl. No.	Name of Client	Name of Assignment	Brief Description of Assignment (indicate the auditing activities undertaken)	Client Reference (Name, Designation, Phone/Email)	Turnover of the Client Entity	Value of Assignment (In Rs lakhs)	Start Date (Month, Year)	End Date (Month, Year)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

Authorised Signatory: _____

Name and Title of Signatory: _____

Name of Bidder: _____

C. Details of Experience

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

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

Authorised Signatory: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Note:

1. A copy of **at least one** of the following documents signed by the authorized representative for the Client for the assignment should be submitted as undertaking proof for the respective assignment –
 - Work Order
 - Agreement
 - Contract
 - Purchase Order

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

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services, and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Name of Bidder: _____

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

(To be submitted as a PowerPoint Presentation to the Evaluation Committee at the time of the Technical Presentation)

BIDDER'S NAME: _____

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

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

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

3E. Power of Attorney of Authorised Signatory

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment **"Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited"** by Jungle Lodges & Resorts Limited(JLR) (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20..... in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

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

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

3F. Undertaking for Experience and Qualification for providing Auditing Services

(On the Letterhead of the Bidder)

[Location, Date]

TO:

Managing Director
Jungle Lodges & Resorts Limited,
Ground Floor, Khanija Bhavan,
49 Race Course Road,
Bengaluru – 560 001
Telephone: 080 4055 4055

Dear Sir,

Subject: Proposal for “Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited” – Undertaking regarding experience and qualification in providing Auditing Services.

I/we do hereby undertake the following that –

1. M/s _____ [Name of Bidder] have been in the field of providing auditing services for a minimum period of 5 (five) years (i.e., since **April 2020**). Our total years of experience in the field of providing auditing services is ____ years ____ months as of **01 May 2025**.
2. We have experience in providing Internal Auditing Services for the following clients –

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____
9.	_____
10.	_____

3. M/s _____ [Name of Bidder] has experience in providing auditing services for the following clients in the last 5 (five) years –

Sl. No.	Year	Name of Client	Name of Assignment	Location	Auditing Services Provided
1.	2024				
2.	2023				
3.	2022				
4.	2021				
5.	2020				
6.	2019				

4. M/s _____ [Name of Bidder] holds the following registration/ certification / accreditation / license for the providing auditing services from competent authority within India –

Sl. No.	Registration/ Certification / Accreditation / License	Authority / Institute / Agency	Date of Issue	Date of Validity
1.				
2.				
3.				
4.				
5.				

I/We are hereby enclosing copies of the certificates / supporting documents.

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

3G. Undertaking for providing Qualified Resources - Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA)

(On the letterhead of the Bidder)

TO:

Managing Director
Jungle Lodges & Resorts Limited,
Ground Floor, Khaniya Bhavan,
49 Race Course Road,
Bengaluru – 560 001

Dear Sir,

Subject: Proposal for “Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited” – Undertaking for providing Qualified Resources - Fellow Chartered Accountant (FCA)

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

1. Resources with valid certification for Certified Internal Auditor (CIA) certification

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

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

2. Resources with valid certification for Fellow Chartered Accountant (FCA)

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

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

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

- i. Deployment of any human resources for conducting auditing services for this assignment shall be in accordance with the terms and conditions of the contract
- ii. All human resources deployed by us for conducting auditing services shall mandatorily hold a valid **qualification**/ registration/ certification from a competent authority in India.
- iii. If I/we fail to abide by this condition, then the Client may take suitable action including forfeiture of performance security, termination of contract, and/or appropriate legal action.

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

3H. Financial Capacity of the Bidder

(On the Letterhead of the Statutory Auditor)

Date:

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

Annual Turnover			Average Annual Turnover for the last completed FYs
FY 2021-22	FY 2022-23	FY 2023-24	

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

Name and Address of the Bidder's Bankers:

Name: _____

Address: _____

This certificate is being issued to be produced before Managing Director, Jungle Lodges & Resorts Limited(JLR) for **“Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited”**

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

3I. Undertaking for Language Competence of the Bidder

(On the Letterhead of the Bidder)

[Location, Date]

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

Dear Sir,

Subject: Proposal for “Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited” – Undertaking for Language Competency of Bidder

We hereby confirm that if M/s. _____ [Name of Bidder] is selected as the successful bidder for the tender “Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited” (RFP No. _____ dated _____), we shall provide qualified personnel for the entire duration of the assignment, as per the Terms of Reference in the Request for Proposal (RFP).

We also certify that M/s. _____ [Name of Bidder] has the necessary organizational and resource capabilities to carry out internal auditing services effectively, with proficiency in the following languages:

Mandatory Languages:

☐ Kannada and ☐ English

We shall ensure that only personnel with the above language competencies shall be assigned to this project.

We understand that failure to comply with the language and resource requirements as stated in the tender may result in appropriate action, including cancellation of the contract and forfeiture of the Earnest Money Deposit or Performance Security.

Yours sincerely,

Authorized Signatory: _____

Name and Title: _____

Bidder’s Name: _____

3J. Checklist for Technical Forms

Sl. No.	Criteria	Details	Comments
1.	3A. Technical Proposal Submission Form.	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
2.	3B. Bidder's References	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
3.	3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
4.	3D. Description of the methodology and work plan for performing the assignment.	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
5.	3E. Power of Attorney of Authorised Signatory	<ul style="list-style-type: none"> Power of Attorney or Copy of Board Resolution Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
6.	3F. Undertaking for Experience and Qualification for providing Auditing Services	<ul style="list-style-type: none"> Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
7.	3G. Undertaking for providing Qualified Resources - Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA)	<ul style="list-style-type: none"> Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
8.	3H. Financial Capacity of the Bidder	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	
9.	3I. Undertaking for Language Competency of Bidder	<ul style="list-style-type: none"> Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No 	

Section 4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4A. Financial Proposal Submission Form

Note:

Bidder should quote the Annual Service Fee (up to two decimal places) for the tender in the Karnataka Public Procurement portal only.

The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidders submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

This form 4A would need to be submitted at the time of negotiations only and shall not be uploaded on the e-procurement portal along with either Technical or Financial Proposal

To,
Managing Director
Jungle Lodges & Resorts Limited,
Ground Floor, Khanija Bhavan,
49 Race Course Road,
Bengaluru – 560 001
Telephone: 080 4055 4055

Dear Sir

Subject: Financial Proposal for the RFP for Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited

We, the undersigned, offer to provide Auditing Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). **Our attached Financial Proposal is for the Annual Service Fee of [Amount in words and figures], including applicable taxes.** We understand that this is the Annual Service Fee that the successful Bidder shall be paid by the Client for the successfully providing of internal auditing services as specified under the scope of this assignment.

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

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

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

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Internal Auditor:
Address:

Note:

- i. Bidder should note that the Minimum Annual Service Fee shall be INR 4,95,000/- (Rupees Four Lakh Ninety-Five Thousand Only) inclusive of all applicable taxes.*
- ii. Earnest Money Deposit (EMD) of the Bidder quoting less than that of the specified Minimum Annual Service Fee shall be forfeited and the tender shall be rejected.*
- iii. Bidder shall quote price offer of Annual Service Fee at par or above the specified Minimum Annual Service Fee on Karnataka Public Procurement portal. The Bidder shall quote the Annual Service fee up to two decimal places and shall be inclusive of taxes.*
- iv. The expenses towards travel to JLR properties for audit works shall be borne by JLR as specified under sub clause 22 & 23 of Clause 4. Detailed Scope of Services at Section 5.*

Section 5. Terms of Reference

1. Background

About Jungle Lodges & Resorts Limited

The Jungle Lodges & Resorts Limited (“JLR” or the “Client” or the “Authority”) was incorporated in 1971 as a company wholly owned by the Government of Karnataka. JLR’s vision is to showcase the rich and diverse culture, heritage and beautiful nature of Karnataka to the domestic as well as international tourists by ensuring safe, comfortable and memorable journey by promoting sustainable tourism. JLR helps domestic and international tourists find their delight by providing facilities that include accommodation, transport, tour packages and safari.

2. Objectives

In this regard, JLR wishes to undertake internal auditing activities at JLR head office and JLR units, by engaging qualified and experienced CA firm (the “**Internal Auditor**”) for the operation of various auditing activities.

3. Contract Period

The Contract will be for a period of 1 (one) year commencing from the Effective Date. The Contract may be renewed for a further period of 1 (one) year on mutually agreeable terms.

4. Scope of Services

The scope of services to be provided by the Internal Auditor 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 Internal Auditor and the Client which sets forth the detailed terms and conditions for grant of the right to the Internal Auditor. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. However, any decision of the Finance Department, Government of Karnataka with respect to the auditing activities shall be final and binding on all.

4.1. Detailed Scope of Services:

The audit report should be all inclusive and covering the below aspects:

1. 100% vouching of transactions on regular and continuous basis.
2. Verification of Sales transactions & credit notes of all the units and Head Office.
3. Verification of Purchased transactions & debit notes of all the units and Head Office.
4. Verification of expenses transactions of all the units and Head Office.
5. Verification of Cash receipts & payments and Bank receipts and payments of all the units and Head Office.
6. Verification of all the receipts and payments on the accountability as per prevailing norms.
7. Verification of Bank Reconciliation Statements of all the Units and Head Office.
8. Verification of ledgers, Registers and other related books/records of all the units and Head Office.
9. Physical verifications of cash, stocks (inventory) and Assets of all the units and Head Office.

10. Verification on the timely remittance of statutory payments.
11. Verification of the sales revenue generated from the package sales and the activities sales.
12. Verification of the payment of staff salary and the deductions & remittance of the statutory deductions.
13. Verification of the books of accounts, statements, records, invoices and other information related to the projects of JLR on a quarterly yearly basis and report on the compliance to the Management. Also, agency shall carryout audits of all the investment made by JLR.
14. Verification and Compilation of accounts of the units and recommending corrections if any and Preparation of accounts at each unit level.
15. To verify and report the problems and issues in the software system implemented in the organisation and suggests the measures to resolve the issues and up-gradation of the same from time to time with special emphasis on their adequacy and security aspects.
16. To guide JLR's accounts team on the best practices in the finalisation of accounts and preparation of the unaudited financial Statements of the company as per Schedule III of the Companies Act, 2013. They shall also be required to support in attending to the enquiries of the statutory auditors and the AGs auditors from time to time.
17. To implementation of procedure as per accounting standards and tax related provisions applicable from time to time. To provide with suggestions to improve the accounting systems as and when required and any other related works pertaining to accounts and audit.
18. Internal Auditor shall conduct a Video Conference (VC) **and/or in-person** meeting on quarterly basis from HO with all units and review the work completion status, The Video Conference (VC) has to be completed on or before of 15th of every Quarter and report needs to be submitted to the Managing Director not later than 20th of preceding month.
19. JLR operates 30 properties located across Karnataka State, and all the revenues, expenditures and account details are sought from all the properties, compiled and consolidated on monthly basis at Bengaluru Head Office.
20. Opinion: Case to case basis. Providing opinion on implementation/changes in any policy by any statutory authority, State or Central Government.
21. The auditor should submit the Audit plan to the Management fifteen days (15) in advance. The audit report has to be submitted to the management **within fifteen days after completion of audit**. The Internal Auditor shall ensure that the observations made in the audit reports are complied with rectifications made by the Units and HO and submit a report of its compliance to JLR's management.
22. **Internal Auditor shall conduct audit works by visiting the JLR properties listed in the Annexure-I twice in-person each financial year. Each property shall be visited and audited once prior to the submission of the half yearly audit report.**
23. **Travel Expenses for visiting JLR properties for audit works: Agency shall submit their travel plan to JLR properties for audit works prior undertaking the audit visits.**

JLR shall reimburse the Agency's expenditure for up to (4) four personnel towards train tickets of 3 tier AC and/or AC Bus fares to the nearest transport terminal, Bus Depot/ Railway station for the JLR unit as per actuals. The local transport from there to the property shall be provided by JLR. JLR shall provide accommodation, food & beverage to the Agency's personnel at their properties during this visit.

Note:

Auditors are requested to note that the above mentioned scope is issued only as illustrative guideline and should be construed as a part of the internal audit exercise and should not be

considered as exhaustive or limited or restrictive in any manner. The scope for appointment of internal auditor is inclusive of all above and may be modified, revised, updated based on the notifications of Companies Act 2013, Income Tax Act 1961, GST Act 2017 and in any other situation based on the needs of the Organisation.

24. Payment to Internal Auditor by the Client

24.1. The Client shall pay the Internal Auditor at the end of every 6 (six) months on approval of the half yearly audit report during the Contract Period. This shall be the Annual Service Fee that the selected Internal Auditor has agreed to receive for providing services to the Client. The Payment shall be the criteria for selection of the Internal Auditor from amongst Bidders successfully meeting criteria for assessment of the technical proposal.

The Annual Service Fee Payment shall be paid in two equal instalments (semi-annually at the end of every 6 months upon approval of the half yearly report during the Contract Period).

The expenses towards travel to JLR properties for audit works shall be borne by JLR as specified in the above mentioned sub-clause 22 & 23.

25. Nodal Personnel for Coordination with JLR

25.1. The Internal Auditor shall designate minimum one Audit Assistant with at least 3 (three) years of experience as a nodal personnel to JLR Head office for coordinating, assisting and guiding JLR for clarifying queries, for finalisation of accounts, and any other accounting related aspects on day-to-day basis.

25.2. The Nodal personnel of the Selected Agency shall coordinate with designated JLR officials on regular basis.

26. Reporting Requirement

26.1. Quarterly, Half-yearly and Annual Audit Report

The Agency shall submit Quarterly, Half Yearly and Annual Audit Reports to JLR. Quarterly Audit shall be performed only for JLR's head office. The Half Yearly and Annual Audits shall be conducted for JLR head office and all its units.

The Quarterly Audit report is due after 3 months from the commencement date, the Half Yearly Audit report is due after 6 months from the commencement date, and the Annual Audit report shall be due after 12 months from the commencement date or the anniversary thereof.

The Quarterly, Half-Yearly and Annual Audit Reports shall summarize the Internal Auditor's performance over the contract duration and shall include auditing services offered. The Internal Auditor shall also identify areas of improvement as well as areas of concern in the Reports.

27. Obligations of Selected Internal Auditor

27.1. The Internal Auditor 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 Internal Auditor 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.

27.2. The Internal Auditor is expected to familiarise themselves on Government issued acts, rules, notifications, and guidelines for auditing services. The Internal Auditor is solely liable for ensuring that they adhere to any such acts, rules, notifications, and guidelines issued by the Government of India or the Government of Karnataka.

27.3. The Internal Auditor shall provide auditing services in accordance with 'Leave No Trace' principles.

- 27.4. The Internal Auditor 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.
- 27.5. The Internal Auditor, during the period of contract, will observe all statutory laws as laid down from time to time.
- 27.6. The Internal Auditor will endeavour to guard the Client against defects and deficiencies in the work.
- 27.7. The Internal Auditor 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.
- 27.8. The Internal Auditor shall render such other professional services as are necessary and incidental to the satisfactory completion of the work.
- 27.9. The Internal Auditor shall provide the Client with prompt written notice of any changes in the Internal Auditor's name, ownership, or form of organisation.

28. Obligations and Reserved Rights of the Client

- 28.1. The Client will not be vicariously liable for any act of the Internal Auditor and the Internal Auditor shall alone be liable for violation of any law. The Internal Auditor agrees to indemnify the Client from all claims.
- 28.2. No waiver by the Client of failure or failures by the Internal Auditor 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.
- 28.3. **Non-exclusivity:** The Client does not assure the Internal Auditor of any exclusivity at any point in time over the entire duration of the Contract.

ANNEXURE -1

List of Resorts, Jungle Camps and Hotels of Jungle Lodges and Resorts Limited

Sl. No.	Name of the Resorts /Camps and Hotels
1.	JLR Head Office, Ground Floor, Khaniya Bhavan, 49 Racecourse Road, Bengaluru – 560001 (including godown)
2.	Kabini River Lodge, Karapur, Nissanabellur post, H.D.Kote Taluk, Mysore District 571114
3.	Bheemeshwari Nature and Adventure Camp, Halgur Hobli, Malavalli Taluk, Mandya Dist. 571421
4.	K.Gudi Wilderness Camp, P.O Kyathadevarayana Gudi, Chamarajanagar Dist. 571313
5.	Kali Adventure Camp, Kogilban, Dandeli, Haliyal Taluk, Uttara Kannada Dist. 581325
6.	Devbagh Beach Resort, Tarivada, Kodibagh, Uttara Kannada Dist., Karwar 581352
7.	Galibore Nature Camp, Uyamballi Post, Sangam, Kanakapur Taluk, Ramanagar Dist. 562117
8.	Bannerghatta Nature Camp, Bannerghatta Biological Park, Bangalore Dist. 560083
9.	Old Magazine House, Ganeshgudi, Joida Taluk, Londa-Dandeli Road, Uttara Kannda Dist. 581365
10.	Bandipur Safari Lodge, Melukamanahalli, Gundlupet Taluk, Chamrajangar Dist. 571126
11.	Om Beach Resort, Bungle Gudda, Om beach Road, Gokarna, Uttara Kannda Dist. 581326
12.	River Tern Lodge, Behind Ranganathaswam Temple, Bhadra Project, Lakkavalli, Chikmagalur Dist. 577115
13.	Dubare Elephant Camp, Nanjarajapatna post, Kushalnagar Hobli, Somwarpet Taluk, Kodagu Dist. 571234
14.	Bannerghatta Hill View Restaurant, Bannerghatta, Bangalore Dist. 560083
15.	Hampi Heritage & Wilderness Resort, Near Kannada University, P.K. Halli Road, Kamalapur, Hospet Taluk, Bellary Dist. 583276
16.	Black Buck Resort, Near Khanapur, Vilaspur Tank, Vilaspur Post, Bidar Dist. 585401
17.	Sharavathi Adventure Camp, Kargal Near Jog falls, Shivamoga Dist. 577421
18.	Bheemgad Adventure Camp, Katgalli Road, Opposite Belgaum Golf Course, Desure, Khanapur, Belagavi Dist. 590014
19.	Sakrebyle Elephant Camp, Sakrebyle, Gajanoor, Shivamoga Dist. 577202
20.	Bhagavathi Nature Camp, Kuderemuka, Chikmagalur Dist. 577142
21.	Seethanadi Nature Camp, Hebri, Karkala Taluk, Udupi Dist. 576112
22.	Anejari Butterfly Camp, Near Halkal, Kollur,, Kundapur Taluk, Udupi Dist. 576220
23.	Sadashivgad Fort Resort, Karwar, Uttara Kannada Dist. 581352
24.	Lalitha Mahal Palace Hotel, Mysore. 570028
25.	Gopinatham, Mystery Trails camp, Chamarajanagara Dist. 571490
26.	Kemangundi Hill View Resorts, Kemangundi, Chikmagalur Dist. 577129
27.	Kings Sanctuary Resorts, Veeranahoshalli, Hunusur, Mysore Dist.571105
28.	Hotel Metrople Mysore, Mysore District
29.	Hotel KRS, Srirangapatan, Mandya District.
30.	Hotel Shanthisagar and Yathrinivas, Shanthisagar, Davanagere District

Section 6. Draft Contract for Internal Auditor's Services

Between

[Name of Client]

And

[Name of Internal Auditor]

Dated:

I. Form of Contract

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

The Jungle Lodges & Resorts Limited, Government of Karnataka, having its office at Ground Floor, Jungle Lodges & Resorts Limited, 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, having its registered office at _____, (hereinafter called the “**Second Party**” or “**Internal Auditor**” or “**Auditor**” or “**Agency**” 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 Internal Auditor’s obligations under this Contract (hereinafter called the “**Second Party**” or “**Internal Auditor**” which expression shall include their respective successors and permitted assigns) on the Second Part]*

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

WHEREAS

1. The Client has proposed to undertake internal auditing activities for JLR and its units by engaging a qualified and experienced Auditor to provide internal auditing services for the period agreed herein. In this regard, the Client had issued RFP No. _____ dated _____ for selection of a suitable Internal Auditor.

2. After a competitive bidding process, the Auditor has been selected to provide internal auditing services to JLR and its units, in accordance with the terms and conditions of this Agreement. Accordingly, a Letter of Intent No. _____ dated _____ has been issued to the Internal Auditor. The Internal Auditor has duly acknowledged the letter of intent vide its Letter No. _____ dated _____.
3. The Client has requested the Auditor to provide certain services for providing internal auditing services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “**Services**”);
4. The Internal Auditor, 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 Internal Auditor
 - Appendix D: Services and Facilities to be provided by the Client
 - Appendix E: Annual Service Fee Payment Schedule
 - Appendix F: Form of Guarantee for Performance Security (Proforma Bank Guarantee)
 - Appendix G: Letter of Acceptance issued by Client
 - Appendix H: Power of Attorney submitted by Internal Auditor
 - Appendix I: Undertaking regarding Experience and Qualification for providing Auditing services submitted by Internal Auditor
 - Appendix J: **Undertaking for providing Qualified Resources - Certified Internal Auditor (CIA) certification and Fellow Chartered Accountant (FCA)**
 - Appendix K: Standards, Guidelines, and Protocols to be followed by Internal Auditor
2. The mutual rights and obligations of the Client and the Internal Auditor shall be as set forth in the Contract, in particular:
 - a. The Internal Auditor shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Client shall make payments to the Internal Auditor in accordance with the provisions of the Contract

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

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

By

(Authorized Representative)
Designation: Managing Director

FOR, AND ON BEHALF OF
_____ (*Name of Internal Auditor*)

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:

- i. **"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;
- ii. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Agency under Applicable Law, in connection with the Services during the subsistence of this Contract
- iii. **"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.
- iv. **"Commencement Date"** means the date on which the Agency begin carrying out the Services pursuant to Clause GC 2.2
- v. **"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;
- vi. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause
- vii. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- viii. **"Force Majeure"** or **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Clause GC 7.
- ix. **"GC"** means these General Conditions of Contract;
- x. **"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
- xi. **"Government"** means the Government of Karnataka
- xii. **"Government Agency"** means any Government Department, a State or Central Government, Local Authority or Board or Body or Corporation, commission, bureau, agency, authority, instrumentality established by or under any law and owned and controlled by the Government, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Agency, the Project or any portion thereof, or the performance of all or any of the services or obligations of the Agency under or pursuant to this Contract.
- xiii. **"Local currency"** means Indian Rupees
- xiv. **"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
- xv. **"Material Breach"** shall mean and include the following

- a. Failure by the Agency to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
 - b. Failure by the Agency to comply with the instructions or orders of the Client made under this Contract;
 - c. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Agency in violation of any terms of this Contract;
 - d. Failure by the Agency to observe or perform any of the Agency' undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect
- xvi. **"Member"** in case the Agency 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 Agency' rights and obligations towards the Client under this Contract.
- xvii. **"Party"** means the Client or the Agency, as the case may be, and "Parties" means both of them;
- xviii. **"Personnel"** means persons hired by the Agency 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)
- xix. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- xx. **"Services"** means the work to be performed by the Agency pursuant to this Contract as described in Appendix A; and
- xxi. **"Statutory Auditor"** means a reputed firm of Chartered Accountants duly licensed to practice in India acting as statutory auditors of the Agency.
- xxii. **"Third Party"** means any person or entity other than the Government, the Client, the Agency.
- xxiii. **"Termination"** means early termination of this Contract pursuant to Termination Notice or otherwise in accordance with the provisions of this Contract but shall not, unless the context otherwise requires, include Expiry.
- xxiv. **"Termination Date"** means the date specified in the Termination Notice as the date on which Termination occurs.
- xxv. **"Termination Notice"** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Contract.

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.

The Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this Contract.

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

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. Where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

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

1.7. Taxes and Duties

The Agency and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, AND MODIFICATION 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 Agency 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 7.4 and GC 8, 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 Payment, may only be made by written agreement between the Parties.

3. OBLIGATIONS OF THE AGENCY

3.1. General

The Agency 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 Agency 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 Agency shall strictly adhere to the standards, guidelines and protocols as per good industry practices at all times while performing the Services.

3.2. Conflict of Interests

3.3. Confidentiality

The Agency, 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. Agency' Actions Requiring Client's Prior Approval

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

3.5. Reporting Obligations

The Agency 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.

3.6. Documents Prepared by the Agency to Be the Property of the Client

All reports and other documents and software submitted by the Agency in accordance with Clause GC 3.6 shall become and remain the property of the Client, and the Agency 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 Agency may retain a copy of such documents and software. The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.7. Equipment and Materials Furnished by the Agency

Equipment and materials made available by the Agency to the Client or purchased by the Agency with their own funds shall be the property of the Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall take back all such equipment and materials.

4. AGENCY'S PERSONNEL

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 Agency' Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client. Any Key Personnel not listed in Appendix C but engaged by the Agency during the Contract Period must be 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 Agency, it becomes necessary to replace any of the Key Personnel, the Agency 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 Agency 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 Agency 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 Agency and it's the Personnel 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 Agency, and its Personnel any such other assistance as may be specified in the SC.

5.2. Services and Facilities

The Client shall make available to the Agency 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 Agency as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the Services, (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Agency as a result thereof.

6. PAYMENT TO THE AGENCY

6.1. Remuneration

The method and conditions of payment to be made to the Agency under this Contract shall be as specified in the SC.

6.2. Contract Price

The Contract price 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 governmental authorities for approval.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Agency and method and conditions of payment as stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Agency of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Agency have submitted an invoice to the Client specifying the amount due.

6.5. Interest on Delayed Payments

Not Applicable under this Contract.

6.6. Mode of Payment

The Annual Service Fee Payment shall be made by the Client to the Agency 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.

7. FORCE MAJEURE EVENT

7.1. Force Majeure Event

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

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

7.2. Obligations of the Parties

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

obligations of the Parties under this Contract.

- b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding sub-clause 7.2 (a), 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.
- c) The Affected Party shall during the Force Majeure Period provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the Parties may reasonably require.

7.3. Performance of Obligations

7.3.1. No Breach of Contract

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

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

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

7.3.2. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, no payment is due to either Party and the Client is not liable to reimburse the Agency for 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.

7.4. Termination due to Force Majeure Event

7.4.1. Termination

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

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

Provided further, The Client may at its sole discretion have the option to terminate this Contract any time after the occurrence of any event described under Sub-clauses 7.1(g), 7.1(h) or 7.1(i)

7.4.2. Termination Notice

If either Party, having become entitled to do so, decides to terminate this Contract pursuant to the preceding sub-clauses (7.4.1)(i) or (7.4.1)(ii), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

7.4.3. Obligation of Parties

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

- i. the Termination Payment, if any, payable by the Client in accordance with the following sub-clause 7.4.4 is paid to the Agency on the Termination Date and
- ii. the project is handed back to the Client by the Agency on the Termination Date free from all Encumbrance.

7.4.4. Termination Payment

Upon Termination of this Contract due to a Force Majeure Event, Termination Payment shall be made to the Agency by the Client in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Sub-clauses 7.1(a) to 7.1(f), no Termination Payment shall be made by the Client to the Agency but, the Agency shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- iii. If Termination is due to the occurrence of any event described under Sub-clauses 7.1(g) or 7.1(h), the Client shall pay to the Agency Termination Payment equal to 100% of the Book Value.

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

- iv. If Termination is due to the occurrence of any event described under Sub-clause 7.1 (i), the Client shall pay to the Agency, Termination payment equal to 70% of the Book Value.

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

7.5. Liability for other losses, damages etc.

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

8. EVENT OF DEFAULT AND TERMINATION

8.1. Event of Default

Event of Default means either Agency Event of Default or Client Event of Default or both as the context may admit or require.

8.1.1. Agency Event of Default

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

1. The Agency has failed to commence operations of the auditing services before the expiry of 15 (fifteen) days from the Commencement Date;
2. The Agency fails to provide the services for a period of 30 (thirty) days continuously during the committed Contract tenure;
3. The Agency has undertaken any auditing work without the Client's written permission
4. The Agency has failed to submit or provide information/ report on the statements and financial documents of JLR as specified under the provisions of this Contract;
5. The Agency is in Material Breach of any of its other obligations under this Contract, and the same has not been remedied for more than 30 (thirty) days;
6. Any representation made or warranty given by the Agency under this Contract is found to be false or misleading;
7. A resolution for voluntary winding up has been passed by the shareholders of the Agency;
8. Any petition for winding up of the Agency been admitted, and liquidator or provisional liquidator has been appointed or the Agency has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Client, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Agency under this Contract.
9. The Agency has abandoned the Assignment;
10. The Agency has repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract;
11. The Agency has suffered an attachment levied on any of its assets which has caused or is likely to cause an Adverse Material Effect on the Project, and such attachment has continued for a period exceeding 30 (thirty) days.
12. If the Agency, in the judgment of 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 Client, and includes collusive practice among Agency's (prior to or after submission of proposals) designed to establish

prices at artificial non-competitive levels and to deprive Client of the benefits of free and open competition.

13. If any of the services performed by the Agency 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 the Client), negligence (such as quality of auditing services not up to the mark or non-licensed / non-certified person has been allowed to handle the financial & confidential information), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame).

8.1.2. Client Event of Default

Any of the following events shall constitute an event of default by the Client when not caused by an Agency Event of Default or any governmental action outside the control of the Client:

1. The Client is in Material Breach of any of its obligations under this Contract and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Agency;
2. The Client has repudiated this Contract or otherwise expressed its intention not to be bound by this Contract;
3. Client has unreasonably withheld or delayed grant of any approval or permission which the Agency is obliged to seek under this Contract and thereby caused or likely to cause Material Adverse Effect provided such approval or permission need not further require the permission of any Government Agency;
4. Any governmental action not arising out of a breach, default or lapse on the part of the Client, whereby this Contract becomes inoperable or takeover by any Government Agency of the Project or any part thereof, thereby causing Material Adverse Effect;
5. Any representation made or warranties given by the Client under this Contract has been found to be false or misleading.

8.2. Termination

8.2.1. Termination for Agency Event of Default

1. Without prejudice to any other right or remedy which Client may have in respect thereof under this Contract, upon the occurrence of an Agency Event of Default, Client may terminate this Contract in the manner as set out as below.
2. If Client decides to terminate this Contract pursuant to preceding clause, it shall in the first instance issue Preliminary Notice to the Agency. Within 15 days of receipt of the Preliminary Notice, the Agency shall submit to Client in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Agency's Proposal to Rectify"). In case of non-submission of the Agency's Proposal to Rectify within the said period of 15 days, Client shall be entitled to terminate this Contract by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
3. If the Agency's Proposal to Rectify is submitted within the period stipulated, the Agency shall have further period of 30 days from the date of approval of the Agency's proposal to remedy / cure the underlying Event of Default. If, however, the Agency fails to remedy / cure the underlying Event of Default within such further period allowed, Client shall be entitled to terminate this Contract, by issue of Termination Notice and to appropriate the Performance Security if subsisting.

8.2.2. Termination for Client Event of Default

1. Without prejudice to any other right or remedy which the Agency may have in respect thereof under this Contract, upon the occurrence of Client Event of Default, the Agency shall be entitled to terminate this Contract by issuing Termination Notice.
2. If the Agency decides to terminate this Contract pursuant to preceding clause it shall in the first instance issue Preliminary Notice to Client. Within 30 days of receipt of Preliminary Notice, Client shall forward to the Agency its proposal to remedy/ cure the underlying Event of Default (the " Client Proposal to Rectify"). In case of non-submission of Client Proposal to

Rectify within the period stipulated therefor, Agency shall be entitled to terminate this Contract by issuing Termination Notice.

3. If Client Proposal to Rectify is forwarded to the Agency within the period stipulated therefor, Client shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however, Client fails to remedy / cure the underlying Event of Default within such further period allowed, the Agency shall be entitled to terminate this Contract by issuing Termination Notice.

8.2.3. Termination Notice

If a Party having become entitled to do so decides to terminate this Contract pursuant to the preceding sub-clauses, it shall issue Termination Notice setting out:

1. in sufficient detail the underlying Event of Default;
2. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
3. the estimated Termination Payment including the details of computation thereof; and,
4. any other relevant information.

8.2.4. Obligation of Parties

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

1. until Termination, the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project,
2. the Termination Payment, if any, payable by Client in accordance with the following sub-clause is paid to the Agency on the Termination Date and
3. the projects, infrastructure of a permanent nature and facilities of a permanent nature are handed over to Client by the Agency on the Termination Date free from any Encumbrance along with any payment that may be due by the Agency to Client. However, the Agency may take back any infrastructure and facilities that are of a semi-permanent nature or are movable after notifying the Client of the same.

8.2.5. Withdrawal of Termination Notice

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

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

8.2.6. Termination Payments

Upon Termination of this Contract on account of Client Event of Default, the Agency shall be entitled to receive from Client, Termination Payment equal to 100% of the book value of the capital expenditure incurred by the Agency towards the permanent infrastructure and facilities created under this Project as on Termination Date.

8.3. Rights of Client on Termination

- a) Upon Termination of this Contract for any reason whatsoever, Client shall upon making the Termination Payment, if any, to the Agency have the power and authority to:
 - i. enter upon and take possession and control of the Assignment forthwith;
 - ii. prohibit the Agency and any person claiming through or under the Agency from entering upon / dealing with the Assignment;
 - iii. blacklist the Agency from participating in any future empanelment and tender processes of the Client

- b) Notwithstanding anything contained in this Contract, Client shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Agency in connection with the Project, and the handback of the infrastructure and facilities created by the Agency to Client shall be free from any such obligation.

8.4. Accrued Rights of Parties

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

9. PERFORMANCE SECURITY

- 9.1. The Agency shall furnish the Performance Security must submit a performance security in accordance with *Clause 8 of Section 2 of the RFP*. The Performance Security shall be submitted in any of the forms given below for an amount **5% of the Annual Service Fee** 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 F
 - iii. Fixed Deposit Receipts (FDR) Pledged in the name of the Client

The Performance Security shall be furnished from any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

- 9.2. The Agency shall keep the Performance Security valid and enforceable throughout the Contract Period and for a period of 90 days after the date of expiry of the Contract. In case the Performance Bank Guarantee provided by the Agency 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 Agency 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 Agency to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Agency or to any other Party.
- 9.3. The Performance Security will be discharged by the Client and returned to the Agency no later than 90 days following the completion of the Agency' performance obligations under the Contract.
- 9.4. In the event of any contract amendment, the Agency 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.

9.5. 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 Agency 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 due to a Force Majeure Event
3. In case the Agency is not able to deliver the services as envisaged in the Scope of Services/Terms of Reference

10. SETTLEMENT OF DISPUTES

10.1. 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.

10.2. 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.

10.3. Arbitration

Subject to the provisions of Clause 10.2, 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 which is not resolved amicably shall be decided by reference to arbitration.

a. Procedure

Such arbitration shall be held and settled under the provisions of Arbitration and Conciliation Act 1996 and amendments thereof, read with Arbitration Centre – Karnataka (Domestic & International) Rules, 2012 by one or more arbitrators appointed in accordance with its rules.

b. Place of Arbitration

Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

c. Language

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

d. Enforcement of Award

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

e. Performance during Arbitration

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

11. MISCELLANEOUS

11.1. Ownership

Without prejudice and subject to the Contract, the document, information, and reports prepared therein by the Agency, shall at all times belong to the Client.

11.2. 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 10 hereof.

11.3. Indemnification

The Agency 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 Agency of any of its obligations under this Contract, except to the extent that any such claim has
- ii. arisen due to breach by the Agency 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 Agency, 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.

11.4. Limitation of Liability

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

11.5. No Partnership

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

11.6. Assignment

The rights and duties created by this Contract are personal to Agency and accordingly, except as otherwise may be permitted herein, the Agency 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 Client to cancel the Contract apart from such assignment being null and void ab initio.

11.7. 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.

11.8. 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 Agency, their legal representatives, heirs, successors and assigns.

11.9. 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.

11.10. 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.

11.11. Counterparts

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

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1 (xxvi)]	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.
[1.5.1]	<p>The addresses are:</p> <p>Client:</p> <p>Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001</p> <p>Contact Officer: Mr. Yuvaraj M. Designation: Senior General Manager Telephone: +91 80 40554047 Email: yuvaraj@junglelodges.com</p> <p>Agency:</p> <p>Name of Agency: _____ Address: _____ _____</p> <p>Contract Person: _____ Designation: _____ Telephone Number: _____ Email: _____</p>
[1.4]	<p>Notice shall be deemed to be effective as follows:</p> <p>a) in the case of personal delivery or registered post, on delivery;</p> <p>b) in the case of fax / e-mail, 24 hours following confirmed transmission.</p>
[1.8]	<p>The Client may, from time to time, designate one of its officials as the Authorised Representative. Unless otherwise notified, The Managing Director is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.</p> <p>Agency shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney (Form at Section 3E of the RFP)</p> <p>The authorized representatives for the client:</p> <p>Managing Director Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan,</p>

49 Race Course Road,
Bengaluru – 560 001

The authorized representatives for Agency:

Name: _____

Designation: _____

Name of Agency: _____

Address: _____

[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 1 (one) year commencing from the Effective Date. The Contract may be renewed for a further period of 1 (one) year on mutually agreeable terms.

[3.1.1] Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "ToR") at Appendix A of this Contract. The Agency shall provide the services specified therein in conformity with the time schedule and operational requirements stated therein.

[3.2.2] At any time, such other activities as have been specified in the RFP as Conflict of Interest.

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

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

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

[6.2] The Annual Service Fee is _____ (Rupees_____)

[6.4] Terms and Conditions of Payment

[6.4.1] The Annual Service Fee Payment shall be paid in two equal instalments (semi-annually at the end of every 6 months upon approval of the half yearly audit report during the Contract Period).

The payment shall be made within 30 working days after submission of bills with necessary enclosures. However, in case of delay in any particular milestone due to valid reasons, the Agency should ensure the payment to its employees / deployed / personnel in time.

[6.4.2] The Agency has to submit their bills for the services provided during the previous month to the certifying authority in quadruplicate latest by 2nd of succeeding month for verification of bills and the same will be certified by the certifying authority and forwarded to the JLR Accounts Department for arranging payment.

[6.4.3] The Client shall pay the Agency only the undisputed amounts.

[6.4.4] 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 cost, then the remuneration

and reimbursable expenses otherwise payable to the Agency 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.

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

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

[6.5] Not applicable for this Contract

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

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

Bank Name: _____

Branch Name: _____

Account Number: _____

NEFT IFSC: _____

Branch Address: _____

PAN: _____

Account Type: _____

[6.7.] Penalty for deficiency of Services shall be appropriate as follows,

Delay in submitting the deliverables as per Detailed Scope of Services specified under clause no. 4.1.21 and 26.1 in the Appendix 1 – Description of Services.

1. In event that the Internal auditor fails to submit the Quarterly, Half-yearly, and Annual Audit Reports on time as per clauses 4.1.21 and 4.26 in Appendix 1 – Description of Services, a penalty of INR 5,000/- (Indian Rupees Five Thousand Only) per day of delay shall apply.

2. In event that the total penalty amount reaches 50% of the performance security, it will be deemed an Event of Default. In such case, the Client reserves the right to terminate the contract in accordance with Clause 8 of the Contract for Internal Auditor's Services."

[11.6] Assignment

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

[11.12] Confidentiality

The Agency and their Personnel shall not, either during the term or within two years after the expiration or termination of this Contract disclose any proprietary information, including

information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Agency and their Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Agency is under an obligation to keep confidential in relation to the Services or this Contract ("Confidential Information"), without the prior written consent of the Client. Notwithstanding the aforesaid, the Agency and their Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Agency and their Personnel or becomes a part of the public knowledge from a source other than the Agency and their Personnel;
- ii. was obtained from a Third Party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded
- iv. confidential treatment; and
- v. is provided to the professional advisers, agents, auditors or representatives of the
- vi. Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Agency or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

IV. Appendices

APPENDIX A: DESCRIPTION OF SERVICES

A.1 Scope of Services

As per Terms of Reference of the RFP

APPENDIX B: REPORTING REQUIREMENTS

1.1. Quarterly, Half-yearly and Annual Report

The Agency shall submit Half Yearly and Annual Audit Reports to JLR. Quarterly Audit shall be performed only for JLR's head office. The Half Yearly and Annual Audits shall be conducted for JLR head office and all its units.

The Quarterly Audit report is due after 3 months from the commencement date, The Half Yearly Audit report is due after 6 months from the commencement date, and the Annual Audit report shall be due after 12 months from the commencement date or the anniversary thereof.

The **Quarterly**, Half-Yearly and Annual Audit Reports shall summarize the Internal Auditor's performance over the contract duration and shall include auditing services offered. The Internal Auditor shall also identify areas of improvement as well as areas of concern in the Reports.

APPENDIX C RESOURCES COMMITTED BY THE INTERNAL AUDITOR

As per submissions made by the Selected Agency as a part of their Technical Proposal.

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

The Client shall facilitate the Agency on a best effort basis in obtaining the necessary sanctions, consent, clearances and approvals for undertaking this assignment.

Client shall provide all the necessary documents, information sought by the Agency for analysing and preparing reports.

APPENDIX E: ANNUAL SERVICE FEE PAYMENT SCHEDULE

Annual Service Fee Payment: _____ (Rupees _____)

Sl. No	Year	Half-Yearly Period	Due Date
1.	Year 1	1	Upon approval of the half yearly report and within 21 days of completion of six months from start of the Commencement Date [month, year]
2.	Year 1	2	Upon approval of the Annual Yearly report and within 21 days of completion of First year of the Contract tenure [month, year]
3.	Year 2	1	Upon approval of the half yearly report and within 21 days of completion of six months of Second Year of the Contract tenure [month, year]
4.	Year 2	2	Upon approval of the Annual Yearly report and within 21 days of completion of Second Year of the Contract tenure [month, year]

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

As per submissions made by the Selected Agency as a part of their Technical Proposal.

APPENDIX G: LETTER OF ACCEPTANCE ISSUED BY CLIENT

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

(To be prepared on the letterhead of the Client)

To,

[Name and Address of the Consultant]

Dear Sir,

This is to notify you that your proposal dated _____ for Selection of CAG Empanelled Chartered Accountant Firm to Provide Internal Auditing Services to Jungle Lodges and Resorts Limited for the Annual Service Fee of INR _____/- (Rupees _____) [amount in words and figures] including of applicable taxes, as corrected and modified is hereby accepted.

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 8.1 of Information to Consultants 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 Information to Consultants.

Yours Sincerely,

Managing Director,
Jungle Lodges and Resorts Limited

APPENDIX H: POWER OF ATTORNEY SUBMITTED BY INTERNAL AUDITOR

As per submissions made by the Selected Agency as a part of their Technical Proposal.

APPENDIX I: UNDERTAKING REGARDING EXPERIENCE AND QUALIFICATION FOR PROVIDING AUDITING SERVICES SUBMITTED BY INTERNAL AUDITOR

As per submissions made by the Selected Agency as a part of their Technical Proposal.

APPENDIX J: UNDERTAKING FOR PROVIDING QUALIFIED RESOURCES - CERTIFIED INTERNAL AUDITOR (CIA) CERTIFICATION AND FELLOW CHARTERED ACCOUNTANT (FCA)

As per submissions made by the Selected Agency as a part of their Technical Proposal.

APPENDIX I: Undertaking for Language Competence of the Bidder

As per submissions made by the Selected Agency as a part of their Technical Proposal.

APPENDIX K: STANDARDS, GUIDELINES, AND PROTOCOLS TO BE FOLLOWED BY INTERNAL AUDITOR

To be submitted by the Selected Agency.