



Rajasthan Tourism Development Corporation Limited

(A Government of Rajasthan Undertaking)

Paryatan Bhawan Govt. Hostel, M.I. Road, Jaipur

Phone: 91-141-5155529, 2207434, **Fax:** 0141-22014065 **E-mail:** rtdcjpr@sancharnet.in

No.POW/SPA/2010-11/

Date

EXPRESSION OF INTEREST FOR HIRING OF SPA MANAGEMENT

Offers are invited from leading SPA & Health Resorts/SPA facilities provider of International repute for providing Spa management on luxury tourist trains “Royal Rajasthan on Wheels” and “Palace on Wheels”. Interested firms/consultants/organizations are requested to submit their technical and financial offer with brief outline of the concept separately for each train.

Cost of offers form **Rs. 500**, Earnest Money **Rs. 5,000** Sale of bid document from **14.06.2010** Receipt of bid document **30.06.2010 at 3.00 PM**. Opening of Technical Bid **30.06.2010 at 4.00 PM**. Details of Bid documents available at www.rtdc.in for view /download. RTDC reserves the right or amend/reject any or all the bids without assigning any reason.

Executive Director

Terms & Conditions for agency/consultants/organizations Spa management at Palace on Wheels and Royal Rajasthan on Wheels

1. Offers are invited from leading SPA & Health Resorts/SPA facilities provider of International repute for providing management for Spa at luxury tourist trains "Palace on Wheels" and "Royal Rajasthan on Wheels" for two year. This can be extended for another two year on mutual agreed conditions. Interested agency/consultants/organization (agency) is requested to submit their technical and financial offer with brief outline of the concept along with following details.
2. Procedure of selection of Spa management on Palace on Wheels and Royal Rajasthan on Wheels.
 - a. Agency would be a firm of International repute in the Spa services sector and capable of serving internationally accepted Spa facilities.
 - b. Demand Draft of earnest money Rs. 5,000/= (Rupees Five Thousand) in favor of Executive Director (F), RTDC payable at Jaipur.
 - c. Balance sheet of the firm for last 1 year.
 - d. Profile of the firm along with details of experience.
 - e. The agency must have a minimum of 1 year experience of providing management of Spa to 5 star hotels
3. The offers form can be purchased from the office of Rajasthan Tourism Development Corporation Ltd. Govt. Hostel, opposite G.P.O., M.I. Road, Jaipur on payment of Rs. 500/- in cash/demand draft in favor of R.T.D.C. Ltd. during any working day/hours. Duly filled offer form along with earnest money can be deposited at RTDC office on 30-06-10 up to 3.00 PM. This will be opened on same day at 4.00 P.M. RTDC reserves the right to reject any offer in part/full without assigning any reason. Offer form can also be downloaded from our website www.rtdc.in and the cost of tender can be paid through a demand draft of Rs. 500/- (Rupees Five Hundred only) to be attached with down loaded form in addition to Earnest Money.
4. The process of selection will be a two stage bidding process i.e. a technical bid and a financial bid as per parts I and II enclosed with the bid document. The technical and financial bids should be submitted in separate sealed envelopes marked "Technical bid" and "Financial bid" for the Spa.
5. Financial bid shall be opened of only those agency who found technically qualified after evaluating their profile.
6. The expression of interest (published in news paper), terms & conditions and agreement is also part of this offer document.

7. Responsibility of agency:

- a. The agency must mention management fee including all charges/taxes etc.
- b.** The entire cost of the staff engaged shall be borne by the agency.
- c. The tax liability of the contract will be borne by the agency himself.
- d. The agency would be responsible for all legal and administrative procedures and compliances for the operations of the Spa.
- e. The agency shall be responsible for all the financial losses may incur by virtue of any litigation emanating from the Spa.
- f. The agency shall be responsible for any or all the claims if raised due to any harm to the guest during the course of spa services provided by the licensee
- g. The agency shall abide all the regulation of Indian Railways.
- h. The price list for the various treatments would be finalized in consultation with RTDC and affixed in the Spa. All management staff shall be female.
- i. Lady Supervisor cum Trainer therapists-One.
(Responsible for managing the Spa and the guest satisfaction reactions)
- j. Lady therapists who will all be experience more in international and adequate in Indian therapies-Two.
- k. Lady beautician-One.
- l. One reserve therapists is required to be with agency.
- m. The Spa management will also be responsible for others beauty-parlor services like hair wash & set, manicure & pedicure, waxing & facial.
- n. The Spa management will not claim any extra payment other then amount fixed by the corporation.
- o. The Spa management will not do any money transaction on board. Both the trains are having central billing system & all Spa bills are to be changed by the trains cashier at the end of the journey.
- p. The Spa management shall abide by all rules & regulations of the train and will restrict to the Spa coach only.
- q. The Spa management will responsible for guests claim due to any damage to their body during Spa activities.
- r. The Spa management will ensure top class hygienic working conditions

8. Obligations of RTDC

- a. RTDC will pay the fixed amount as agreed monthly to the agency.
- b. Accommodation and food onboard the train Palace on Wheels and Royal Rajasthan on Wheels to the employees of the agency who would be provided as per POW staff norms.
- c. The food and accommodation for the employees of the agency during the off season period when they are deputed to various location of RTDC will be provided on concessional rates of RTDC.

9. Tax liability & compliance of different Acts.

- 9.1 The agency will be wholly responsible for all applicable taxes, levies on management fee amount or such taxes to be imposed in future by the central/state Government/local authority.
- 9.2 The agency shall ensure proper compliance and shall abide with labor Act, ESI Act and EPF Act 1956, for the staff engaged by him for spa

10. Miscellaneous.

- 10.1 The agency has no right to sublet the spa operation.
- 10.2 RTDC reserves the right to accept or reject any offer (bid) without assigning any reasons.
- 10.3 The successful agency shall execute an agreement in writing with RTDC incorporating the above terms & conditions on a non judicial stamp paper of Rs.1000/- before taking possession of the specified place

11. Resolution of disputes

- a. If any disputes or differences arise between the RTDC and the agency as to their respective rights, duties or obligations under this agreement, any other matter or any interpretation of this agreement such disputes shall be referred to the decision of a sole arbitrator to be appointed by Managing Director RTDC, the decision of the arbitrator shall be final and binding upon the parties (RTDC and Agency) The fee of arbitrator shall be borne by RTDC and Agency in equal ratio i.e. 50:50.
- b. Any legal disputes arising out of the agreement shall be subject to the jurisdiction of the civil courts in Jaipur

12. Termination of the Agreement.

- 12.1 Violation of any of the terms and conditions of the agreement may result in termination of the contract after giving a reasonable opportunity to the agency of being heard.
- 12.2 RTDC may terminate the agreement by giving one months' prior notice to the agency.

- 12.3 If the agency desires to withdraw from the management, would have to give three months.
13. The agency would suggest the name of internationally famous Spa brands to be kept on board both trains.
14. The Spa management will work under the control of General Manager, Palace on Wheels/Royal Rajasthan on Wheels.

I have read the above terms and conditions and after fully understanding them agree to abide by them in case I am awarded the contract.

Signature of Agency

RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

OFFER FROM

PART-I

(Technical Offer)

Offer for Spa at Palace on Wheels and Royal Rajasthan on Wheels.

1. Name of Company/Firm.
2. Address & Contact Nos.
 - Registered Office.
 - Local Office.
- PAN No.
3. Average annual turnover of the bidders/company/firm for the last one year.

(: Rs. _____ Lacs)

4. Details of Business in Spa operations.
5. Attach details of staff proposed to be deployed.
6. Details of Tender Form Cost/Earnest Money deposited.

- | | Tender Form Cost | Earnest Money |
|-----------------------------|------------------|---------------|
| • Amount deposited Rs. | _____. | _____ |
| • Draft No/Cash receipt No. | _____. | _____ |

The information furnished above is true to the best of my knowledge. The terms and conditions of the offer document have been read and understood by the undersigned and a signed copy of the same is enclosed as confirmation.

(Signature of authorized signatory)
Name & Designation
Seal of Company

RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

OFFER FROM

PART-II

(Financial Offer)

Offer for Spa management at Palace on Wheels and Royal Rajasthan on Wheels.

1. Name of Company/Agency.

2. Address & Contact Nos.

- Registered Office.

- Local Office.

3. Proposed Management Fee: - We agree to provide Spa as required by RTDC on a sum of Rs. _____ (in figure) Rupees _____ (in words) per month including all taxes.

The information furnished above is true to the best of my knowledge. The terms and conditions of the offer document have been read and understood by the undersigned and a signed copy of the same is enclosed as confirmation.

(Signature of authorized signatory)
Name & Designation
Seal of Company

AGREEMENT

This is agreement mutually agreed and executed at Jaipur, on this -----of 2010.

BETWEEN

RAJASTHAN TOURISM DEVELOPMENT CORPORATION LIMITED a company incorporated under provisions of the companies Act, 1956 having its office at Paryatan Bhawan Government Hostel, M.I. Road, Jaipur, hereinafter referred to as "RTDC" which expression shall unless repugnant to the context include the successors and assigns on the one part.

-----),
a company incorporated under provisions, hereinafter referred to as the agency which expression shall unless repugnant to the context include its successors and permitted assigns of the other part.

Whereas:

- A. RTDC, a Government of Rajasthan Undertaking in collaboration with Indian Railways is operating luxury trains "Palace on Wheels" and "Royal Rajasthan on Wheels" (hereinafter referred to as "The POW and RROW) offering 7days journey through Rajasthan with a view to promote tourism in the state of Rajasthan and in pursuance thereof provide necessary facilities to enable the tourists visiting the state to have a pleasant and memorable experience.
- B. Agency shall be specialist service organization of the Spa industry providing total management to run Spa on both the trains.
- C. RTDC carried out a bid process for identifying a suitable party to assist them in comprehensive Spa management on board for Palace on Wheels and Royal Rajasthan on Wheels train at par with international standard.
- D. Agency has been declared the successful bidder for the job a fee of Rs.-----per month.

E. RTDC issued a letter of acceptance bearing No.----- dated -----to the agency which was duly acknowledged and accepted by the agency and the same letter will be part of this agreement.

F. In terms of the letter of acceptance the parties shall agreed to work together on the following terms and conditions for the purpose of carrying out their respective obligations.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:-

1. COMMENCEMENT:-

1.1 The agreement shall commence from -----.

2. Spa Management Fee:-

2.1 RTDC will pay a management fee of Rs.----- per month to "Agency". The fees is valid up to----- when it will be reviewed again.

2.2 The fee payable to the agency is inclusive of all taxes.

2.3 The RTDC will pay the fee to agency after completion of every month.

3. EARNEST MONEY:-

3.1 The Agency shall have to deposited a sum of Rs. 5,000/- (Rupees Five Thousand only) towards refundable earnest money in favour of Executive Director (Fin.) RTDC by way of Demand Draft.

4. OBLIGATIONS OF AGENCY:-

The agency shall at its own cost and expense observe, undertake, comply with and perform in addition to and not in derogation of its obligations elsewhere setout in this agreement the following:

4.1 Agency would develop concept Spa management in Palace on Wheels and Royal Rajasthan on Wheels.

4.2 During the period of off-season when Palace on Wheels and Royal Rajasthan on Wheels are not expected to run (due to annual maintenance or any other reason) the team of personnel of the agency given for services would be deployed for training of staff, organizing spa in other units etc. at various locations of RTDC.

4.3 Agency shall provide following staff: -

a. Lady Supervisor cum Trainer therapists-One.

(Responsible for managing the Spa and the guest satisfaction reactions)

- b. Lady therapists who will all be experience more in international and adequate in Indian therapies-Two.
- c. Lady beautician-One.
- d. One reserve therapists is required to be with agency

4.4 The agency will be responsible for comprehensive Spa management consultancy on board for Palace on Wheels and Royal Rajasthan on Wheels.

4.5 The agency will be responsible for ESI, EPF for the employees of agency and will ensure compliance all labor law/acts for their employees.

5. OBLIGATIONS OF RTDC

RTDC shall at its cost and expenses, observe, undertake comply with and perform in addition to and not in derogation of its obligations elsewhere setout in this agreement the following in addition to the consultancy fee.

5.1 Accommodation onboard and food on the train on Palace on Wheels and Royal Rajasthan on Wheels to the employees of the agency who would be permanently based on the train as per POW staff norms.

5.2 The cost of travel food and accommodation for the employees of the agency during the off season period when they are deputed to various location of RTDC as per concession rules of RTDC.

6. TERMINATION:

6.1 The agency to the agreement are entitled to terminate this agreement only if the agency fails in discharge of its obligations and after giving a clear notice of three months in writing by assigning the reasons for the same.

7. ALTERATION/MODIFICATIONS:

7.1 This agreement cannot be altered or modified unless the said alterations and modifications are in writing.

7.2 The parties hereby agree that modification/alteration to these terms and conditions can be made by them by mutual consent and such modification and alterations shall be reduced to writing for it to be effective and binding.

8. DISPUTES:

8.1 All disputes or differences what so ever arising between the parties out of or relating to the meaning and operation or effect of this contract or the breach there of shall be settled by mutual discussions failing which by arbitration in accordance with the arbitration and conciliation Act 1996. Each party shall bear the cost of its arbitration. Unless other wise agreed by the parties the venue of arbitration proceeding shall be Jaipur.

8.2 The arbitrator shall be appointed by RTDC.

8.3 In case of any dispute and legal proceeding the parties shall be bound by the jurisdiction of the courts in Jaipur exclusively and only.

9. NOTICE:

9.1 All communication and notices to be given by either party to the other in connection with right and obligation of both parties under or pertaining to this agreement shall be sent by Registered post at the following address:

IF TO THE AGENCY:

IF TO RTDC:

**Chairman & Managing Director
Rajasthan Tourism Development Corporation Ltd.
Paryatan Bhawan, Government Hostel, M.I. Road,
Jaipur.**

10. No Partnership

10.1 Nothing contained in this agreement shall be construed or interpreted as constituting the partnership between the parties.

10.2 Neither party shall have any authority to bind the other in any manner whatsoever.

11. Language:

11.1 All notice required to be given under this agreement and all communication, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in English language.

12. Force Majoure

12.1 The parties agreed that the parties will not in any manner hold the liability of the other for any delay in the execution of this agreement if the same is occasioned by the total non availability of government controlled materials and/or by reason of government restrictions and or civil commotion, transporters strikes or due to any injunction or prohibitory orders from a court of competent jurisdiction (not attributable to any action of the agency, his agents, workmen etc.) earthquake, floods, riot, war, government restrictions or prohibitory order. In the happening of any of the aforesaid event, the agency shall be entitled from the date of receipt of such notice for the proportionate extension of time.

13. Exclusion of Implied Warranties etc.

13.1 This agreement expressly exclude any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the parties and any representation by any party not contained in a binding legal agreement executed by the parties.

14.

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed

For on behalf if RTDC by

Signature

Chairman & Managing Director

Witness

1.

2.

For on behalf of Agency by:

Signature

Witness

1.

2.