



Rajasthan Tourism Development Corporation Limited (RTDC)

(A Govt. of Rajasthan Undertaking)
Durg Cafeteria Padoo, Nahargarh

No: RTDC/Padoo/Bid/25-26/114

Date: 26-06-2025

E Tender Notice

Rajasthan Tourism Development Corporation Limited (RTDC) invites bids from interested bidders for Operating a Counter space (6'x7') for Sale of Chaat Items for the period of 5 years, at Durg Cafeteria Padoo, Nahargarh, Jaipur.

S. N.	Name of Work	Estimated value of "Contract" for 5 Years (Ex. GST)	Minimum Reserve Monthly Fee for first year of Contract (Exclusive of GST & Other applicable taxes)	RISL Processing Fee (Rs.)	BID Document Fee (Rs.)	Bid Security Amount (EMD) (Rs.)	Last Date of Submission of BID Applications
1	Invites bids for Operating a Counter space (6'x7') for Sale of Chaat Items for the period of 5 years, at Durg Cafeteria Padoo, Nahargarh, Jaipur.	Rs. 54.95 lakh	Rs. 75,000/-	1,500/-	3,540/-	1,00,000/-	11/07/2025 (upto 4:00 PM)

Detailed Bid Document can be downloaded from www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in. Last Date of submission of tender application is 11/07/2025 upto 4:00 PM.

Demand Draft of RISL Processing Fee shall be in favour of "Managing Director, RISL" payable at Jaipur and Demand Draft of BID Document Fee and EMD shall be in favour of "RTDC, Durg Cafeteria, Padoo Nahargarh, Jaipur" payable at Jaipur. Scanned copy of Demand Drafts shall be submitted along with the submission of tender Application on 11/07/2025 upto 4:00 PM.

Original Demand Draft shall be submitted to the office of the General Manager, RTDC, Durg Cafeteria, Padoo Nahargarh on 11/07/2025 upto 4:30 PM. Bid Application will be opened on 11/07/2025 at 5:00 PM.

General Manager, Durg Cafeteria, Padoo, Nahargarh, RTDC reserves the right to cancel/ reject any/all tender Applications or tender process without assigning any reason.


(Bhagat Singh)

General Manager
Durg Cafeteria, Padoo, Nahargarh

Copy to following for Information & N/a:-

- GM (M & P.) for publication in the state-level newspaper.
- The Computer Programmer RTDC Ltd. Jaipur, to upload this tender on the above referred websites


General Manager

Durg Cafeteria, Padoo, Nahargarh



Rajasthan Tourism Development Corporation Limited (RTDC)

(A Govt. of Rajasthan Undertaking)
Durg Cafeteria Padoo, Nahargarh

No: RTDC/Padoo/Bid/25-26/114

Date: 26-06-2025

E Tender Notice

Rajasthan Tourism Development Corporation Limited (RTDC) invites bids from interested bidders for Operating a Counter space (6'x7') for Sale of Chaat Items for the period of 5 years, at Durg Cafeteria Padoo, Nahargarh, Jaipur.

S. N.	Name of Work	Estimated value of "Contract" for 5 Years (Ex. GST)	Minimum Reserve Monthly Fee for first year of Contract (Exclusive of GST & Other applicable taxes)	RISL Processing Fee (Rs.)	BID Document Fee (Rs.)	Bid Security Amount (EMD) (Rs.)	Last Date of Submission of BID Applications
1	Invites bids for Operating a Counter space (6'x7') for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padoo, Nahargarh, Jaipur.	Rs. 54.95 lakh	Rs. 73,000/-	1,500/-	3,540/-	1,00,000/-	11/07/2025 (upto 4:00 PM)

Detailed Bid Document can be downloaded from www.aproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in. Last Date of submission of tender application is 11/07/2025 upto 4:00 PM.

Demand Draft of RISL Processing Fee shall be in favour of "Managing Director, RISL" payable at Jaipur and Demand Draft of BID Document Fee and EMD shall be in favour of "RTDC, Durg Cafeteria, Padoo Nahargarh, Jaipur" payable at Jaipur. Scanned copy of Demand Drafts shall be submitted along with the submission of tender Application on 11/07/2025 upto 4:00 PM.

Original Demand Draft shall be submitted to the office of the General Manager, RTDC, Durg Cafeteria, Padoo Nahargarh on 11/07/2025 upto 4:30 PM. Bid Application will be opened on 11/07/2025 at 5:00 PM.

General Manager, Durg Cafeteria, Padoo, Nahargarh, RTDC reserves the right to cancel/ reject any/all tender Applications or tender process without assigning any reason.

(Bhagat Singh)
General Manager
Durg Cafeteria, Padoo, Nahargarh

Copy to following for information & N/a:-

- GM (M & P.) for publication in the state-level newspaper.
- The Computer Programmer RTDC Ltd. Jaipur, to upload this tender on the above referred websites

General Manager
Durg Cafeteria, Padoo, Nahargarh

Bid Document

[E-Bid Notice _____ dated _____.2025]

for

**Operating a Counter space (6'x7') for Sale of Chaat items for the
period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur**

Issued by:

General Manager

Durg Cafeteria, Padao, Nahargarh

Rajasthan Tourism Development Corporation Ltd.

(Government of Rajasthan Undertaking)

Disclaimer

The information contained in this Bid document (the "BID") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of General Manager, Durg Cafeteria, Padav, Rajasthan Tourism Development Corporation Limited (the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid and such other terms and conditions subject to which such information is provided.

This Bid is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this Bid is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this Bid. This Bid includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid document 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, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Bidder(s) is 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. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Authority, its employees and advisors 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 Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way for participation in this Bid Stage.

Authority and its counterparts also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

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 Bid document.

The issue of this Bid Document does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder or the Contractor, as the case may be, for the Project and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fee, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1	INTRODUCTION	6
1.1	About RTDC	6
1.2	Brief description of Bidding Process:	6
1.3	Schedule of Bidding Process	7
2	INSTRUCTIONS TO BIDDERS	9
A.	General	9
2.1	Scope of Bid	9
2.2	Eligibility of Applicant for submission of BID Application	9
2.3	General Condition for Bidders	10
2.4	Payments/Fees with the Bid	11
2.5	Bid Validity Period	12
2.6	Extension of Bid Validity Period	12
2.7	Number of Bids and Cost thereof	13
2.8	Visit to the Project Site and Verification of Information	13
2.9	Acknowledgement by Bidder	13
2.10	Right to Accept or Reject any or all Bids	13
2.11	Communication between the Bidders and the Authority	14
B.	BID DOCUMENT	15
2.12	Availability of Bid Document	15
2.13	Amendment in the BID Document	15
C.	Preparation and Submission of Bid	15
2.14	Submission of BID Application	15
2.15	Last Date of Submission of Bid (Bid Due Date)	16
2.16	Withdrawal, Substitution and Modification of Bids	16
D.	Opening of Bids	16
2.17	Opening of Technical Bid	16
2.18	Confidentiality	17
2.19	Tests of Responsiveness	17
2.20	Clarifications by the Bidders	18
2.21	Qualification of Bidders and Notification	18
2.22	Opening of Financial Bids	18
2.23	Proprietary data	18
2.24	Correspondence with the Bidder	18
3	CRITERIA FOR EVALUATION	19
3.1	Method of Evaluation of Bids	19
3.2	Evaluation of Technical Bids	19
3.3	Evaluation of Financial Bids	19
4	OTHERS	21
4.1	Performance Security	21
4.2	Forefeite of Performance Security	21
4.3	Exit Clause	21
4.4	Termination	21
5	FRAUD AND CORRUPT PRACTICES	23

5.1	Fraud and Corrupt Practices	23
6	SPECIAL BID CONDITIONS & SCOPE OF WORK	25
6.1	Special Bid Conditions.....	25
6.2	Role and Responsibility of the Operator and Scope of Work.....	25
7	PAYMENT TERMS OF THE OPERATOR	28
7.1	Payment Terms	28
8	MISCELLANEOUS.....	29
8.1	Miscellaneous	29
8.2	Conflict of Interest	29
8.3	Prohibition against Collusion amongst Bidder(s).....	30
8.4	Interpretation.....	30
8.5	Proprietary Data.....	30
8.6	Language and Currency.....	31
8.7	Settlement of Dispute	31
8.8	Grievance Handling During Bidding Process.....	31
	BID FORMS.....	32
	Technical Form-1: Letter of Technical Bid Submission	33
	Technical Form-2: Details of the Bidder	35
	Technical Form-3: Power of Attorney for Signing Authority.....	37
	Technical Form-4: Affidavit for No Blacklisting	39
	Technical Form-5: Anti-Collusion Certificate.....	41
	Technical Form-6: Declaration by the Bidder Regarding Qualification.....	42
	Technical Form-7: Financial Eligibility.....	43
	Technical Form-8 : Affidavit of No Dues towards Government Taxes	44
	Technical Form-9 : Letter of Financial Bid Submission.....	45
	List of Enclosures (Check List)	52
	Financial Bid.....	54
	Fin Form - 1: Financial Bid	55

1 INTRODUCTION

1.1 About RTDC

1.1.1 Rajasthan Tourism Development Corporation Ltd. (RTDC) is a company registered under Companies Act 1956 with its head quarter at Jaipur. This company is fully owned by Government of Rajasthan. It is engaged in developing infrastructure for tourism by way of setting up hotels, motels, cafeteria and providing city sightseeing tour facility as well as boating at various lakes in the State. Durg Cafeteria Padao, is located at the edge of historic Nahargarh Fort in Jaipur, offering an open-air dining spot, and a view of Jaipur skyline.

1.1.2 Rajasthan Tourism Development Corporation (the "RTDC" or "Procuring Authority" or "Authority") invites e-bids from experienced, technically and financially sound reputed eligible bidders for the "Operation of Counter space (6'x7') for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur (referred as the "Project") on monthly Fixed Assured Value (the "Monthly Fee".) The details are as given under:-

S. No.	Name of work	Estimated value of "Contract" for 5 Years (Ex. GST)	Minimum Reserve Monthly Fee for First Year of Contract (Ex. GST)	RISL Processing Fee (Rs.)	BID Document Fee (Rs.)	Bid Security Amount (EMD) (Rs.)
1.	invites bids for Operating a Counter space (6'x7') for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur.	Rs. 54.95 lakh	Rs. 75,000/-	1,500/-	3,540/-	1,09,900/-

Note:-

- A Bidder shall quote the Bid Price (exclusive of GST and all other applicable taxes, duties, cess etc.) for the first year in the financial bid which should not be lower than the Minimum Reserve Monthly Fee for first year of contract as mentioned above, failing which such bid shall be rejected.
- The Operator is required to pay the Fixed Assured Value on monthly basis.
- The Fixed Assured Value will be escalated by 10% for second year onwards on compounding basis.

1.2 Brief description of Bidding Process:

1.2.1 Authority has adopted a **Single-stage, two-part (Technical Bid and Financial Bid)**, open competitive e-bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-procurement system at www.eproc.rajasthan.gov.in (the "Bidding Process") for selection of a Bidder for award of the Project.

- 1.2.2 Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "Bid") for the Project in accordance with the provisions of the Bid document.
- 1.2.3 Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this Bid document.
- 1.2.4 Bidder shall be selected through evaluation of Bids.
- 1.2.5 Notwithstanding anything contained in this Bid document, the detailed terms specified in the Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 1.2.6 The provisions of RTTP Act, 2012 and RTTP Rules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this Bid Document with the RTTP Act, 2012 and RTTP Rules, 2013 thereto, the later shall prevail.

1.3 Schedule of Bidding Process

- 1.3.1 Authority shall endeavor to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1	Availability of Bid Document	Document can be downloaded from: www.eproc.rajasthan.gov.in , www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in
2	Date of Publishing of Bid document	From: 26-06-2025, 01:00 PM
3	End Date of Downloading Bid document	Upto: 11-07-2025, 04:00 PM
4	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
5	Start Date of Online Submission of Bid	From: 26-06-2025, 01:00 PM
6	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 11-07-2025, 04:00 PM
7	Submission of Original Demand Draft for RISL Processing Fee, Bid Document Fee & Bid Security	Upto: 11-07-2025, 04:30 PM Venue: Office General Manager, Durg Cafeteria Padma, Nahargarh, Jaipur
8	Date, Time and Venue of Technical Bid Opening	11-07-2025, 05:00 PM Venue: Office General Manager, Durg Cafeteria Padma, Nahargarh, Jaipur
9	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time.

S. N.	Event Description	Date
10	Issue of Letter of Award (LOA) / Work Order to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
11	Submission of Performance security to RTDC by the Selected Bidder	Within 7 working days of issuance of LOA/ Work Order
12	Signing of Contract Agreement	Within 10 working days of issuance of LOA/ Work Order
13	Duration of Contract	Five year, extendable for further period on mutually agreed terms & conditions as per RTPP Act, 2012 and RTPP Rules, 2013.
14	Information and Site visit of Property	May be sought through phone or by visiting office hrs. at the office of: General Manager, Durg Cafeteria, Padon, Nahargarh, Jaipur Rajasthan Tourism Development Corporation Limited (RTDC) Phone: 94142-80545

The above schedule is tentative. The authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2 INSTRUCTIONS TO BIDDERS

A. General

2.1 Scope of Bid

- 2.1.1 Authority wishes to receive Bids for selection of a Bidder to whom the Project may be awarded as per the provisions of the Bid document.

2.2 Eligibility of Applicant for submission of BID Application

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	Bidder must be a legally recognized business entity incorporated/ Registered in India and should be: - A proprietorship firm, or - A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or - A company incorporated under the Companies Act, 1956/2013. Consortium bidding is not allowed.	• Certified copy of Registration certification of the firm / Partnership deed / Certificate of incorporation etc. (as applicable) to legal status • Copy of Valid identity proof i.e. Aadhar Card/ Driving License/ Passport etc. in case the Bidder is a proprietorship firm. • Certified copy of Income tax Registration (PAN) copy. • Certified copy of GST Registration Copy, as applicable as per Bid Form-2
(ii)	Bidder should neither be a blacklisted entity nor should its contracts have been terminated / foreclosed by any company / Government department / Public Sector Organisation within a period of 3 years preceding to the Bid Due Date, due to non-fulfilment of Contractual obligations; and	• Declaration to be provided given in the format specified in Bid Forms (Bid Form-6) duly authenticated
b)	Financial Eligibility	
(i)	Bidder must have average annual turnover of Rs. 30.00 lac in last 3 financial years ending on March 31, 2024 (i.e. 2021-22, 2022-23 & 2023-24) from similar activities. Similar activities include operating restaurants/cafe/tea stall.	• Certificate specifying annual turnover in last 3 financial years ending March 31, 2024 in the format specified in Bid Forms (Bid Form-4) duly certified by practising chartered accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.
(ii)	Bidder must have a positive networth as on Bid due date	

S. N.	Particulars	Documents Required
c)	Technical Eligibility	
(i)	Bidder must have Minimum 03 (Three) years' experience from the date of issuance of Bid in operating restaurants/cafe/food stall.	- Bidder shall attach list of such organizations with contact nos. where the Agency is currently providing/ has earlier provided these kinds of services along with supporting documents including copies of work order/ completion certificate of the project/s claimed under technical eligibility. Project experience from other activities shall not be considered under eligible works. - FSSAI license for minimum 3 years and valid on issuance of this bid

Note: All the documents as per requirement of the Bid document must be in the name of bidder only.

2.3 General Condition for Bidders

- 2.3.1 Bidder shall be required to submit its Bid containing all details as required in **Bid Forms (Tech Form and Fin Form)**.
- 2.3.2 A Bidder shall, in the last 5 years, have neither failed to perform 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 nor have had any contract terminated for breach by such bidder.
- 2.3.3 A Bidder shall not have a conflict of interest (**the "Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.3.4 Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5 Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6 The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
- failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
 - willful misrepresentation in any document submitted by the Bidder;

- c) if a Bidder submits more than one Bid;
 - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - e) if a Bidder submits a non-responsive or qualified or conditional Bid;
 - f) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this Bid document;
 - g) if a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid document and as extended by the Bidder from time to time;
 - h) Any other conditions for which forfeiture of Bid Security has been provided under this Bid document.
- 2.3.7 In the event Authority disqualifies any Bidder under Clause 2.3.6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.
- 2.3.8 Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.4 Payments/Fees with the Bid

- 2.4.1 In terms of this RFP document, a Bidder shall be required to make following payments (RISL Processing Fee, Bid Document Fee and Bid Security) along with submission of its online Bid on www.eproc.rajasthan.gov.in.

Description Fee	Amount	Mode of Payment and Payable to
RISL Processing Fee	₹ 1,500	Demand Draft (DD) in favour of 'Managing Director, RISL' payable at Jaipur.
Bid Document Fee	₹ 3,540	Demand Draft (DD) in favour of 'RTDC, Durg Cafeteria, Padan Nahargarh, Jaipur' payable at Jaipur.
Bid Security	₹ 1,01,900	Demand Draft (DD) in favour of 'RTDC, Durg Cafeteria, Padan Nahargarh, Jaipur' payable at Jaipur.

Note:- In case of Small Scale Industries of Rajasthan the Bid Security shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. [Rule No. 42 (2) of the Rajasthan Transparency in Public Procurement Rules 2013]

- 2.4.2 Scanned copy of the Demand Drafts (DDs) for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Technical Bid. Original Demand

Drafts shall be submitted physically to the RTDC on date, time and venue as given in Schedule of Bidding Process.

- 2.4.3 The Bid shall be summarily rejected if it is not accompanied by the RISI, Processing Fee, Bid Document Fee, and Bid Security.
- 2.4.4 Bid Security of ineligible Bidder(s) shall be returned by the RTDC without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the RTDC.
- 2.4.5 The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Draft Contract Agreement.
- 2.4.6 The Bid Security shall be forfeited by the RTDC, at its sole discretion in the following cases:
- a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - c) In case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the RTDC within the time specified herein and in the Letter of Award (LOA) or fails to sign and return a duplicate copy of the LOA with its acknowledgement within 7 days of issue thereof;
 - d) In case the Bid of the Bidder is determined as being non-responsive due to its being "Conditional" or for any other reason, in the opinion of RTDC;
 - e) If the Bidder refuses to accept the correction of errors in its Bid;
 - f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.7 The RTDC shall return the Bid Security after the earliest of the following events, namely:
- a) the expiry of Bid Validity Period; or
 - b) the execution of Contract Agreement with the selected Bidder; or
 - c) the cancellation/termination of Bidding Process for any reason whatsoever.

2.5 Bid Validity Period

- 2.5.1 The Bid shall remain valid for a period not less than 90 days from the Bid Due Date (the "Bid Validity Period"). Authority reserves the right to reject any Bid which does not meet this requirement.

2.6 Extension of Bid Validity Period

- a) Prior to the expiry of Bid Validity Period, the Authority, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder's refusal for such extension shall be treated as

withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.

- b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
- c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.7 Number of Bids and Cost thereof

2.7.1 No Bidder shall submit more than 1 Bid for the Project in response to the Bid document. Any Bidder who submits more than 1 Bid for the same Project shall be disqualified.

2.7.2 Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.8 Visit to the Project Site and Verification of Information

2.8.1 Bidders should visit the Site and ascertain themselves for the site conditions, location, surrounding, and other aspects while preparing its Bid application. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.

2.8.2 The Bidder or any of its authorized representatives shall be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance for the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

2.9 Acknowledgement by Bidder

2.9.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a) accepted the risk of inadequacy, errors or mistake in the information provided in the Bid document or furnished by or on behalf of Authority relating to any of the matters referred to in this clause hereir; and
- b) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.9.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

2.10 Right to Accept or Reject any or all Bids

2.10.1 Notwithstanding anything contained in this Bid document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and

without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2.10.2 The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) Bidder does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the Bid.

2.11 Communication between the Bidders and the Authority

2.11.1 All communications to the Authority, in the context of this Bid document and related issues, unless specified otherwise, shall be addressed to;

General Manager,
Durg Cafeteria, Padan,
Nahargarh, Jaipur
Rajasthan Tourism Development Corporation Limited (RTDC)
Phone: 94142-80545

2.11.2 All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.

2.11.3 The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, whereupon the Authority may provide written clarifications.

B. BID DOCUMENT

2.12 Availability of Bid Document

- 2.12.1 The Bid document (in PDF format) shall be available on www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in during the period mentioned in Schedule of Bidding Process.
- 2.12.2 Prospective Bidders can download the Bid document from the above websites but shall be required to remit the cost of Bid document (Bid Document Fee) in the manner and form as prescribed in Bid document.

2.13 Amendment in the BID Document

- 2.13.1 At any time prior to the Bid Due Date, the RTDC may for any reason, whether on its own initiative or as a result of a response to written queries, modify the Bid document/extend Bid Due Date by issuing an "Addendum". Any modification of the Bid document shall be made by the RTDC exclusively through the issue of Addendum.
- 2.13.2 Addendum shall be notified on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in. Such Addendum shall become part of the Bid document.

C. Preparation and Submission of Bid

2.14 Submission of BID Application

- 2.14.1 Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format) (FIN Form-1(BOQ)). Technical Bid and Financial Bid shall contain all documents/information as set forth in this Bid document.
- 2.14.2 Scanned copy of the Demand Drafts (DDs) for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Technical Bid.
- 2.14.3 Original Demand Drafts shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process.
- 2.14.4 Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.
- 2.14.5 Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only.
- 2.14.6 To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 2.14.7 Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e- Bidding process.
- 2.14.8 Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

E-mail: eproc@rajasthan.gov.in

- 2.14.9 Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.

2.15 Last Date of Submission of Bid (Bid Due Date)

- 2.15.1 Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding, in the manner and form as detailed in the Bid Document. Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.

- 2.15.2 RTDC may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.16 Withdrawal, Substitution and Modification of Bids

- 2.16.1 A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at www.eproc.rajasthan.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.

- 2.16.2 Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.17 Opening of Technical Bid

- 2.17.1 **The Authority, in first-part,** shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process, in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.17.2 Authority shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses.
- 2.17.3 All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD) for RTSL Processing Fee, Tender Fee, Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process and in conformity with the provisions set-forth in the Bid document.
- 2.17.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.17.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.17.6 If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.17.7 In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such

claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of the Bid document.

2.18 Confidentiality

2.18.1 Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the RTDC in relation to or matters arising out of, or concerning the Bidding Process. The RTDC will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The RTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or RTDC or as may be required by law or in connection with any legal process.

2.18.2 RTDC shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:

- i. bid is accompanied by relevant document related to Bid Document Fee, RISL Processing Fee and Bid Security;
- ii. bid is valid for the period specified in the Bid document;
- iii. bid is unconditional and the Bidder has agreed to give the required Performance Security;
- iv. other conditions as specified in the BID document are fulfilled;
- v. any other information which the RTDC may consider appropriate has been furnished by the Bidder.

2.18.3 No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD) for RISL Processing Fee, Bid Document Fee and Bid Security.

2.18.4 The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of Bids, RTDC shall determine whether each Bid is responsive to the requirements of the BID Document. A Bid shall be considered responsive only if:

- i. It is received as per the formats specified in the Bid document;
- ii. It is received by the Bid Due Date including any extensions thereof;
- iii. It is signed and submitted in accordance with conditions specified in the Bid document;
- iv. It is accompanied by the Power of Attorney in the format as specified;
- v. It contains all the information and documents (complete in all respects) as requested in this Bid document;
- vi. It contains information in formats same as those specified in this Bid document;
- vii. It does not contain any condition or qualification; and
- viii. It is not non-responsive in terms hereof.

- 2.19.2 RTDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the RTDC in respect of such Bid.

2.20 Clarifications by the Bidders

- 2.20.1 To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.20.2 If a Bidder does not provide clarifications sought under Clause a) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.21 Qualification of Bidders and Notification

- 2.21.1 After the evaluation of the Technical Bids in first-part, Authority would announce a list of **"Technically Qualified Bidders"** whose Financial Bids will be opened in the second part.
- 2.21.2 Authority shall upload the result of evaluation of Technical Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and notify each Bidder whether it has been qualified or disqualified in the evaluation of Technical Bid.
- 2.21.3 Authority shall also notify about the date, time and venue of opening of Financial Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and also individually to each of the Technically Qualified Bidders.

2.22 Opening of Financial Bids

- 2.22.1 In the second part, the Financial Bids of only Technically Qualified Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.
- 2.22.2 The Financial Bids of only Technically Qualified Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened in the presence of representatives of the Eligible Bidders, who choose to attend.

2.23 Proprietary data

- 2.23.1 All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.
- 2.23.2 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. Authority will not return any Bid or any information provided therewith.

2.24 Correspondence with the Bidder

- 2.24.1 Save and except as provided in this Bid document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3 CRITERIA FOR EVALUATION

3.1 Method of Evaluation of Bids

- 3.1.1 Bidder shall be selected through competitive bidding process. The process of evaluation of Bids is given subsequently.

3.2 Evaluation of Technical Bids

- 3.2.1 In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the Bid.
- 3.2.2 Bidders who meet the Minimum Eligibility Criteria shall be termed as "Eligible Bidders".
- 3.2.3 Bidders who do not meet the Minimum Eligibility Criteria shall be termed as "Ineligible Bidders".
- 3.2.4 The Authority shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in.
- 3.2.5 The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

3.3 Evaluation of Financial Bids

- 3.3.1 In second part (Financial Bid), Bidder shall quote an amount (in rupees) towards minimum Monthly Assured Value for one year ("Bid Price") of the contract.
- 3.3.2 Bid Price quoted by the Bidder(s) shall be exclusive of GST and all applicable taxes, duties, cess, surcharges, levies, etc.
- 3.3.3 Bid Price quoted by the Bidder shall be for all scope of work mentioned in the bid document, its obligations as per terms of the Contract Agreement.
- 3.3.4 Rate quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.
- 3.3.5 After opening, Financial Bids shall be ranked on the basis of Fee quoted by Bidders in their Financial Bid. Bidder quoting the highest Fee for first year shall be ranked as **Highest Bidder (H1)** for the year and other Bidders in ascending order (e.g. H2, H3, H4, etc. on the basis of highest to lowest Monthly Fee).
- 3.3.6 Bidder quoting the Highest Fee (H1 Bidder) shall be finally selected and adjudged as the successful Bidder for the scope of work covered under the bid.
- 3.3.7 Payment of Fee to RTDC by the Selected Bidder shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt.
- 3.3.8 After selection, a **Letter of Award (the "LOA")/ Work Order** shall be issued by the Authority to the Lowest Bidder/Selected Bidder.
- 3.3.9 After issuance of the LOA/ Work Order as aforesaid to the Highest Bidder/Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 17 within 7 working days of issuance of LOA/ Work Order and shall be required to execute

Contract Agreement on non-judicial stamp paper of adequate value within 10 working days of issuance of LOA/ Work Order. Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

- 3.3.10 In the event that financial bids of two or more bidders are same (equal Monthly fee) but higher than the others, RTDC shall ask for negotiation through close sealed bidding process on the spot from such bidders who have quoted same amount (equal Monthly Fee).
- 3.3.11 In the event that Highest Bidder (H1 Bidder) withdraws for any reason, RTDC shall invite the remaining Bidders in order of their Financial Bid (H2, H3, H4, ...) to match the Financial Bid of H1 Bidder.
- 3.3.12 In the event no Bidder offers to match the Financial Bid of Highest Bidder (H1) or agree on a negotiated Fee, the Authority in its discretion, may annul the bidding process and invite fresh bids for the Project.
- 3.3.13 In case, the Agreement is not executed within 10 working days, for reasons attributable to the Highest Bidder/ Selected Bidder, the Authority reserves the right to cancel the LOA/ Work Order and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be. If RTDC elects to disqualify such Bidder and revoke the LOA, then the procedure set out in the BID shall follow. The bidder, including the promoters of the bidding firm, may also be blacklisted from participating in any further Bidding process of RTDC.

4 OTHERS

4.1 Performance Security

- a) For securing the due and punctual performance of its obligations under the Agreement, the Successful Bidder shall, within 7 days of issue of LoA/work order by the Authority to the Selected Bidder, submit Security amount equal to 5 % of the estimated value of work mentioned on the work order/LoA, in the form of Demand Draft/ Banker's Cheque issued from a Scheduled Bank of India in favour of "Durg Cafeteria, Padan, Nahargarh, Jaipur", payable at Jaipur (the "Performance Security").
- b) Performance Security shall remain valid upto 60 days beyond the expiry of Agreement Period (including extended period, if any).
- c) No interest shall be payable on Performance Security. RTDC shall release/refund the Performance Security to Selected Bidder upon expiry of Agreement period and successful completion of work as per terms of agreement subject to deduction of any amount payable by Selected Bidder to RTDC.

4.2 Forfeiture of Performance Security

4.2.1 Performance Security amount in full or part may be forfeited in the following cases: -

- (i) When any terms and conditions of the Agreement are breached.
- (ii) Upon occurrence of Bidder default or fails to perform the work satisfactorily as per the terms and conditions of the Agreement and Bid document, the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or
- (iii) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTTP Act and Chapter VI of RTTP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security.
- (iv) Notice of reasonable time will be given in case of forfeiture of Performance security. The decision of the Managing Director, RTDC Ltd., Jaipur in this regard shall be final.

4.3 Exit Clause

- 4.3.1 Authority or the Operator may by giving 60 days' notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 60th day from receipt of such notice. In such cases, the performance security shall be returned after deducting any amount whatsoever due to the Authority.

4.4 Termination

- 4.4.1 In case the Operator fails to make the payment of the monthly fee by the specified due date, the following sequence of actions shall apply:
 - a) A seven (07) days' reminder notice shall be issued after the due date, cautioning the Operator to clear all outstanding dues along with applicable interest within the notice period.
 - b) A delay of up to fifteen (15) days from the due date shall attract interest at the rate of 1% per month, calculated on a daily basis.

- c) A delay beyond fifteen (15) days, even if the payment is eventually made, shall be treated as a payment default, and interest at the rate of 1.5% per month shall be levied for the entire delayed duration starting from the original due date.
 - d) If the Operator fails to make the payment within the reminder period, a termination notice shall be issued within thirty (30) days from the date of issuance of the reminder.
 - e) Each such event of outstanding due, whether the payment is made later or not, shall be counted as default. Upon occurrence of the third default, RTDC shall have the right to terminate the Agreement without further notice, forfeit the performance security, and take over possession of the premises.
 - f) At any point, if the total outstanding dues exceed a continuous period of three (3) months, it shall be treated as an Event of Default, entitling RTDC to initiate termination and recovery proceedings.
 - g) RTDC reserves the right:
 - Stoppage of electric supply to the Counter Space,
 - Stop business activities temporarily by sealing the said counter space
 - Impose unauthorized occupancy charges post termination (after 7 days),
 - Recover dues under the **Rajasthan Public Demand Recovery Act, 1952** (as amended from time to time)
- 4.4.2 Any representation or any request by the Operator shall only be entertained if the Operator deposits 100% dues as per issue / demand within 7 working days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the Service Agreement shall be liable to be terminated.
- 4.4.3 After issuing of termination notice and completion of notice period, if the monthly fee for any period still remains outstanding, the agreement shall be terminated by the RTDC at its discretion and electric supply and business activities will be stopped permanently and Operator will not be permitted to use that Counter space for any purpose.
- 4.4.4 The Operator shall vacate the counter space by taking away all his articles and hand over the Counter space to authorised officer of RTDC before last date of termination notice otherwise RTDC shall have the right to seize these materials. Unauthorized occupancy charges (may be prescribed by RTDC from time to time) will be levied after 7 days Grace Period from the date of termination. In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.
- 4.4.5 If any amount is due from the Operator or is found to be recoverable, then the Authority have the right to recover the amount and take action to recover the due amount under "The Rajasthan Public Demand Recovery Act, 1952" (as amended from time to time). Objection of any kind of Operator in this regard will not be accepted.

5 FRAUD AND CORRUPT PRACTICES

5.1 Fraud and Corrupt Practices

- 5.1.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2 Without prejudice to the rights of Authority under Clause hereinabove, if a Bid is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any Bid issued by during a period of 5 years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA/ Work Order or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA/ Work Order or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA/ Work Order or the Contract Agreement, who at any time has been or is a legal, financial or technical advisor of Authority in relation to any matter concerning the Project;
 - b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6 SPECIAL BID CONDITIONS & SCOPE OF WORK

6.1 Special Bid Conditions

- 6.1.1 Counter space will be available on 'as is where is' basis. Operation granted under the bid will be for a period of 5 years (**Operation Period**).
- 6.1.2 The Operator shall pay the Fixed Assured Value as per quoted rates as **Monthly Fee** for the space to RTDC.
- 6.1.3 The cost of advertisement, promotion and publicity of the counter shall be borne by the Operator.
- 6.1.4 The Operation period may be extended as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013. Operator, at least 90 days before expiry of original Operation Period (i.e. 5 years), shall submit request for extension of Operation Period on the same terms & conditions.
- 6.1.5 In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.
- 6.1.6 All legal proceedings are subject to jurisdiction at Jaipur only.

6.2 Role and Responsibility of the Operator and Scope of Work

6.2.1 The Permitted Actions for the Bidder (Do's):

1. The successful bidder will have to sell Chaat dishes only from the Counter space.
2. The space allotted for the counter will be 6X7 feet. The development/construction will have to be done at one's own expense with the prior permission of the unit in-charge and will have to be removed at one's own expense after the expiry of the Operation period.
3. Counter Space will be available on 'as is where is' basis. Operation granted under the bid will be for a period of 5 years (Operation Period).
4. Minimum Fee per month as determined by the Corporation is Rs. 75,000/- (Rupees seventy five thousand only) for counter space. The Operator shall pay the Fixed Assured Value as per quoted rates as Fee for the space to RTDC.
5. There will be a compounding rate of 10% increase in the Monthly Fee at the end of each year.
6. If the service of the vendor is found satisfactory, the contract period can be extended by mutual consent as per the provisions of RTPP Act 2012. Operator, at least 90 days before expiry of original Operation Period (i.e. 5 years), shall submit request for extension of Operation Period on the same terms & conditions.
7. The Operator may bring, at its option and choice, the equipment or assets for the purposes of operating the Counter, and the Authority/RTDC shall have no claim of ownership on them.
8. The cost of advertisement, promotion and publicity of the Counter shall be borne by the Operator.

9. The counter operating hours will be from 10:00 AM to 10:00 PM. Special attention will have to be paid to cleanliness around the counter.
10. The employees working there should serve the tourists only in the prescribed uniform and their ID proof should be submitted to the corporation.
11. The Operator will give food / beverages only after the coupon is issued from the Counter for all sales.
12. The counter shall operate under the RTDC brand, prominently featuring RTDC's official signage, logo and brand.
13. The counter can not be sublet from the said period.
14. The Operator shall possess a valid license from the concerned authorities to prepare and serve food and beverage items. They must comply with all norms and guidelines of statutory authorities, including operating the food stall according to standards established by local civic bodies and per FSSAI mandates.
15. The Operator shall ensure and provide the best services and shall ensure that no complaints are received in this regard. If any tourist/customer suffers physical or mental harm due to the food/drinks, the Operator will be fully responsible.
16. No food item / drink other than the items allotted by the Operator will be sold and the item list will have to be attached.
17. Apart from Monthly Fee, electricity charges will be payable from meter reading. If water is consumed, the charges will be determined on the basis of actual usage and will have to be deposited before 7th of every month.
18. As per rules, the contract will have to be made on non-judicial stamp paper and all the terms and conditions of the contract will be valid.
19. In addition to the Monthly Fee, GST amount will be payable separately every month as per rules and in future.
20. The conditions mentioned in the tender document shall be deemed to be part of the allotment letter and Agreement.
21. If in future it becomes necessary to change the location of the present counter to another location in the interest of the Corporation, then the counter will have to be shifted to the new location, for which the Operator will have no objection.
22. If the counter is not started within 15 days from the date of issue of allotment letter, then it will be assumed that you are not interested in running the counter. Your entire deposited amount will be confiscated and the allotment letter will be cancelled.
23. Advance cheque for Monthly Fee for the full agreed period of operation of the counter will have to be submitted along with the Agreement.
24. Authenticated list of persons / staff working at the counter must be submitted within a week.
25. ES/PPF premium should be deducted from the workers working at the counter and deposited regularly to the concerned department/institution by the due date. The responsibility will be of the operating firm.

26. The firm must ensure compliance with all labour laws.
27. A security amount equal to 5% of the Monthly Fee value for the total prescribed contract period will have to be deposited.
28. If the Operator decides to stop the work before the stipulated period then he shall have to give at least 3 months notice otherwise the security amount deposited will be forfeited.
29. The Bid Notice, Bid Form, Bid Conditions shall form part of the Contract
30. Once handed-over, RTDC shall not be responsible for any kind of expenditure/ investment to repair, refurbish, renovate, interior works, replenishment, etc. equipments/items in the counter.
31. The Operator is responsible for adhering to statutory norms and regulations laid down by any statutory body of the Central/State Government in connection with its business.
32. Authority or its authorised officers/ representative, of RTDC without intimation to the Operator may carry out inspection at any point of time.
33. Timely payment of GST, corporate tax and all other applicable taxes as per prevailing laws, rules and regulations including any change/ amendments thereof.
34. The Operator shall design the menu for the food counter in consultation with, and subject to the approval of, RTDC.

6.2.2 Prohibited Actions for the Bidder (Don'ts):

1. The provided space can only be utilized for the permitted activities, and the following are strictly prohibited:
2. Any product/service deemed unlawful or illegal under any Indian act or legislation.
3. Any product whose storage and sale could be considered a fire hazard, such as firecrackers, industrial explosives, chemicals, etc.
4. Exhaustive equipment" (equipment that generates exhaust fumes or emissions, such as stoves or machines that burn fuel. This type of equipment would require ventilation to remove smoke, fumes, or other by-products, which may not be suitable for a kiosk environment.).
5. Sale of tobacco and tobacco products.
6. The Operator/Operator shall not make any structural modifications, additions, or alterations to the food kiosk without prior written consent from the Authority (RTDC).
7. The Operator/Operator shall not sell any banned items on the premises.
8. The Operator/Operator shall not tamper with or remove the RTDC display board. Additionally, the Operator/Operator is prohibited from installing or displaying any signage, signboard, or hoarding that may create a misleading impression that the food counter is not owned or operated by the RTDC.

7 PAYMENT TERMS OF THE OPERATOR

7.1 Payment Terms

- 7.1.1 The successful bidder shall pay the Fixed Assured Value on monthly basis, to RTDC, for the first year as per the accepted rate.
- 7.1.2 The payment of Fixed Assured Value, including all other recurring charges shall be made in advance, to RTDC, for each month, latest by 25th of the billing month failing which OperatorOperator shall be required to pay interest @ 1.0% per month (be calculated on the outstanding amount) for delay upto 15 days and @ 1.5% per month for entire period in case of delay of more than 15 days.
- 7.1.3 In case of any dedicated water supply point is required, the same can be arranged on one time installation charges and on payment of monthly uses charges. This will be over & above the payable revenue shared between RTDC and successful bidder. These charges shall be applicable from the date of providing such facility. Water consumption charges may be revised any time at the sole discretion of RTDC.
- 7.1.4 For running the permissible commercial activities at the counter space, the Monthly Fee, electricity bill and all other applicable taxes shall be borne by the OperatorOperator.
- 7.1.5 In addition to Monthly Fee etc., Operator is liable to pay necessary GST and all other Central & State Government taxes as applicable from time to time.
- 7.1.6 The OperatorOperator agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the RTDC. The OperatorOperator also voluntarily agrees to collect the invoices from the office of the Authorized representative of the RTDC, if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.
- 7.1.7 RTDC may recover any liabilities of any nature from the OperatorOperator that have been imposed on RTDC due to the operation and maintenance of the Chat counter.

8 MISCELLANEOUS

8.1 Miscellaneous

- 8.1.1 The Bidding Process shall be governed by, and construed in accordance with, the RTPP Act, 2012 and RTPP Rules, 2013 and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.1.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Bidder in order to receive clarification or further information;
 - qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, Project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

8.2 Conflict of Interest

- 8.2.1 A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 8.2.2 The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-
- A Conflict of Interest occurs when Authority's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from Authority's service or the receipt of a gift that may place Authority's personnel in a position of obligation.

- c) A Conflict of Interest also includes the use of Authority's assets, including human, financial and material assets, or the use of Authority's office or knowledge gained from official functions for private gain or to prejudice the position of someone Authority's personnel does not favour.
 - d) A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from Authority personnel's actions or decisions.
- 8.2.3 A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-
- a) they have controlling partners in common;
 - b) they receive or have received any direct or indirect subsidy from any of them;
 - c) they have the same legal representative for purposes of the Bid;
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
 - e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
 - f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

8.3 Prohibition against Collusion amongst Bidder(s)

- 8.3.1 Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

8.4 Interpretation

- 8.4.1 In case of any ambiguity in the interpretation of the conditions of the selection and scale of charges, the interpretation of General Manager, RTDC will be final and binding on the parties to the conditions of selection.

8.5 Proprietary Data

- 8.5.1 All documents and other information provided by Operator to RTDC shall remain or become the property of RTDC. The Operator shall treat all information as strictly confidential and will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to RTDC in relation to the Service shall be the property of RTDC.

8.6 Language and Currency

- 8.6.1 The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the RTDC shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 8.6.2 The currency for the purpose of the Proposal shall be INR.

8.7 Settlement of Dispute

- 8.7.1 In the event of a dispute arising in connection with the Bidding process, a conclusive decision will be rendered by the Managing Director of RTDC Ltd., and such decision shall be deemed obligatory upon the concerned bidder.

8.8 Grievance Handling During Bidding Process

- 8.8.1 Any grievance of a Bidder pertaining to the bidding process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013.

Particulars	Designation	Address
First Appellate Authority	Secretary/Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389
Second Appellate Authority	Finance Secretary (Budget), Finance Department, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227934

BID FORMS

Technical Form-1: Letter of Technical Bid Submission

Ref.

Dated:

General Manager,
Durg Cafeteria, Padao,
Rajasthan Tourism Development Corporation Limited (RTDC)
Nahargarh, Jaipur, Rajasthan

Sub: **Bid for Licensing out the Counter for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur**

Dear Sir,

Being duly authorized to represent and act on behalf of _____
(hereinafter referred as the "**Bidder**") and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for apply for eligibility for the "**Project**" mentioned in subject line.

We are enclosing our Bid with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 90days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted for Operating and Maintaining Chat Counter at Durg Cafeteria Padao, Nahargarh, for the period of 5 years in accordance with the conditions stipulated in the Bid Document.
2. The Bid is being submitted by _____ (name of Bidder) in accordance with the conditions stipulated in the Bid Document.
3. We have examined in details and have understood the terms and conditions stipulated in the Bid document issued by General Manager ("**Authority**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Bid document, including Addendum/ issued vide _____ dated _____. We understand that the Addendum shall form an integral part of the Bid document.
4. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Consultant's obligation to perform the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this Bid document.
5. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communications from Authority.

6. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
7. We agree to submit Bank Guarantee/ Demand Draft/ Banker's Cheque for a sum equal to 5% of the total Contract value as mentioned in the Work Order/ LOA as Performance Security on being identified as Selected Bidder as per terms and conditions of Bid document.
8. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 10 working days from the date of issue of LOA/ Work Order with the Authority for exclusive implementation, incorporating the conditions of the Bid document.
9. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally selected.
10. Our Financial Bid is exclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.
11. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 90 days from the Bid Due Date.
12. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the Bid document.
13. We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal/Bid received by it.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of Bidder and seal)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Form-2: Details of the Bidder

1	Name of Project for which Bid is Submitted	Operating a Counter for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padon, Nahargarh, Jaipur
2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Brief Description of Bidder's Organisation	
6	Office Address of Bidder with Contact & Communication details	
7	Address of Operating/ Branch Office in Rajasthan, If Registered office is situated out of Rajasthan Contact details	
8	Details of Individual(s) who shall serve as the point of contact/communication for Authority for this Bid	Name: Designation: Address: Telephone: E-mail:
9	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: E-mail:
10	Details of submission of Cost of Bid document	DD/BC Number Date Issued by Branch
11	Details of submission of Bid Security	DD/BC Number Date Issued by Branch
12	Details of submission of RISL Processing Fee	DD/BC Number Date Issued by Branch

13	Bank Account Details (For refund of Bid security deposit/EMD)	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. a. Name of the account holder b. Bank Name c. Branch d. Account No. e. IFSC Code
14	GST Registration No.	
15	PAN No.	
16	Valid FSSAI License	

Note:

- Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number duly signed by Authorised Signatory with Bidder's seal.
- Bidder shall also submit self-certified copy of Articles of Association & Memorandum of Association, if applicable.
- In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

For and on behalf of : (Name of Bidder and seal)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

Technical Form-3: Power of Attorney for Signing Authority

(to be submitted by Bidder (except cases where bidder itself signed the bid) on Non-Judicial Stamp Paper of requisite value as per Prevalent Stamp Duty (not less than Rs. 100/-) and duly attested by Notary Public)

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred 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 Bid for **Licensing out the Counter for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur** (the "Project") issued by General Manager ("Authority") including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority 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/or till the entering into the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Signatory 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 PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2025

For

(Signature, name, designation and address)

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorized Signatory)

Witnesses:

1.

2.

Notes:

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

Technical Form-4: Affidavit for No Blacklisting

(to be submitted by Bidder on Non-Judicial Stamp Paper of Resizable Value as per Prevailing Stamp Duty (not less than
Rs.100/-) and duly attested by Notary Public)

**General Manager,
Durg Cafeteria, Padao,
Rajasthan Tourism Development Corporation Limited (RTDC)
Nahargarh, Jaipur, Rajasthan**

In response to Bid for **Licensing out the Counter for Sale of Chaat items for the period of 5 years, at
Durg Cafeteria Padao, Nahargarh, Jaipur** (the "Project") dated -----, as an Authorised
Signatory of ----- (name of Bidder), I hereby declare that presently the ---
----- (name of Bidder), at the time of bidding:

- a) is incompetent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the Bid document issued by General Manager (the "Authority").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the Bid document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU)/ ICAL.
- e) is not barred under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 5 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our Partner/officers/office bearers (wherever applicable) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 5 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the Bid Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the Bid document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security maybe forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : (Name of the Bidder)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

Technical Form-5: Anti-Collusion Certificate

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by General Manager (the "Authority") for **Licensing out the Counter for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padan, Nahargarh, Jaipur** (the "Project") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2025

For and on behalf of : (Name of the Bidder)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

Technical Form-6: Declaration by the Bidder Regarding Qualification

(to be submitted by Bidder on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs. 100/-)
and duly attested by Notary Public)

Ref.

Dated:

General Manager,
Durg Cafeteria, Padao,
Rajasthan Tourism Development Corporation Limited (RTDC)
Nahargarh, Jaipur, Rajasthan

Sub-Declaration by the Bidder regarding Qualifications

In relation to my/ our Bid submitted for "Licensing out the Counter for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur" in response to their Notice Inviting Bids No. Dated We hereby agree and declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors/ Partners and officers not have been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or no have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. We have read and understood the Bid document;
7. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Bid document.

For and on behalf of : (Name of the Bidder)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date & Place :

Technical Form-7: Financial Eligibility

(Certificate from Practicing Chartered Accountant on its Letterhead)

Name of the Bidder:

Net worth		Annual Turnover		
As on	(Amount in Rs.)	Financial Year	Annual Turnover (Amount in Rs.)	Turnover from Similar Activities (Operation of restaurants/ cafeteria's/food stall) (Amount in Rs.)
March 31, 2024		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
		Average Annual Turnover in last three years		

This is to certify that the information contained above are true and correct as per the audited/ certified financial accounts of M/s having its office at (address of the bidder).

Date: _____

Place: _____

(Signature, Name, Designation, Membership Number
of the CA/Authorised Signatory of CA Firm)
Name and Seal of CA/CA Firm
UDIN.....

Note:-

- The above Form shall be filled and certified by the practicing Chartered Accountant.
- Bidder must submit certified copy of the Financials for FY 2021-22, 2022-23, FY2023-24 and income tax return acknowledgement downloaded from the income tax Portal for the relevant years along with the bid.

Technical Form-8 : Affidavit of No Dues towards Government Taxes

(to be submitted by Bidder on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs. 100/-)
and duly attested by Notary Public)

Ref.

Dated:

General Manager,
Durg Cafeteria, Padan,
Rajasthan Tourism Development Corporation Limited (RTDC)
Nahargarh, Jaipur, Rajasthan

Sub:- Affidavit of No Dues towards Government taxes

We..... (name and address of Bidder) hereby undertake that there no
pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST, Custom,
etc.) as on (mention date).

PAN Card No.	
GST No. (if applicable)	

If this affidavit/undertaking is found to be incorrect then without prejudice to any other action that may
be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid
Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be
cancelled.

Thanking You,

For and on behalf of : (Name of the Bidder)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

Technical Form-9 : Letter of Financial Bid Submission

(To be provided on 'Company letter head' and submitted along with Technical Bid Documents)

General Manager,
Durg Cafeteria, Padao,
Rajasthan Tourism Development Corporation Limited (RTDC)
Nahargarh, Jaipur, Rajasthan

Subject :- Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment for Operator for "Licensing out the Counter for Sale of Chaat items for the period of 5 years, at Durg Cafeteria Padao, Nahargarh, Jaipur" in accordance with your BID document no. dated..... Our financial bid should be uploaded online as Annexure (BOQ).

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the bid document.

We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Address and contact:

Details of Prospective Bidder:

Name:

Seal:

Date:

Place:

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Code of integrity-

1. All the officers or employees of the procuring entity shall, -
 - 1.1. Maintain an unimpeachable standard of integrity both inside and outside their office.
 - 1.2. Act in accordance with the Provisions of the Act, these rules, guidelines issued under the Act and instructions;
 - 1.3. Not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
 - 1.4. Not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;
 - 1.5. Not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
 - 1.6. Not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
 - 1.7. Not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;
 - 1.8. Treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
2. Any person participating in procurement process shall: -
 - 2.1. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - 2.2. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - 2.3. Not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
 - 2.4. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;
 - 2.5. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - 2.6. Not obstruct any investigation or audit of a procurement process;
 - 2.7. Disclose conflict of interest, if any; and
 - 2.8. Disclose any previous transgressions with any entity in India or any other country during the last three years or any disbarment by any other procuring entity.

Conflict of Interest: -

1. A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could promptly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
2. The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -

- 2.1. A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- 2.2. Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
- 2.3. A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favor.
- 2.4. A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favor, to benefit from procuring entity's personnel's actions or decisions.
- 2.5. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -
 - 2.5.1. They have controlling partners in common
 - 2.5.2. They receive or have received any direct or indirect subsidy from any of them;
 - 2.5.3. They have the same legal representative for purposes of the bid;
 - 2.5.4. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
 - 2.5.5. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
 - 2.5.6. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

Annexure -B

Declaration by the Bidder Regarding Qualifications

(to be submitted by Bidder on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public)

In relation to my/our Bid submitted to _____ for procurement of in response to their Notice Inviting Bids No _____ Dated _____ I/we here by declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Name and Signature of the bidder

Designation:

Address:

Annexure -C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Secretary/Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, Finance Department, Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227094

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal First Appellate Authority, as specified in the Bidding Document within a period of ten days the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para(i) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file as second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
- (a) Determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter in to negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) **Form of Appeal**
- (a) An appeal under para(i) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment off etc.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in personal through registered post or authorized representative.
- (6) Fee for filing appeal shall be as per applicable provisions of RTTP Act/ Rules.
- (7) Procedure for disposal of appeal shall be as per applicable provisions of RTTP Act/ Rules.

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

1. Official address, if any:

2. Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or mission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by any representative the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

..... (Supported by an affidavit)

Prayer:

Place.....

Date.....

Appellant's Signature

Annexure – D

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Human Resource, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Human Resource, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Human Resource of the original contract and shall be within one month from the date of expiry of last Services. If the Service Provider to do so, the Procuring Entity shall be free to arrange for the balance supply / hiring by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider

List of Enclosures (Check List)

TECHNICAL BID

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
1	Letter of Technical Bid Submission	Tech. Bid Form-1	Yes/No	
2	Details of Bidder, duly filled & signed	Tech. Bid Form-2	Yes/No	
3	Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable, along with the copy of Board resolution, if applicable.	Tech. Bid Form-3	Yes/No	
4	Affidavit for No Blacklisting	Tech. Bid Form -4	Yes/No	
5	Anti-Collusion Certificate	Tech. Bid Form -5	Yes/No	
6	Declaration by Bidder regarding qualification	Tech. Bid Form -6	Yes/No	
7	Financial eligibility of the bidder, duly filled & enclosing required supporting documents	Tech. Bid Form -7	Yes/No	
8	Affidavit of No Dues towards Government Taxes	Tech. Bid Form -8	Yes/No	
9	Letter of Financial Bid Submission	Tech. Bid Form -9	Yes/No	
10	Bid Security as EMD in form of DD / Bankers Cheque as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
11	Bid Document Cost as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
12	Bid Processing Fee as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
13	Certified copy of Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as applicable to legal status as per eligibility requirement prescribed in Clauses of Bid	In PDF Format	Yes/No	
14	Certified copy of Income Tax Registration (PAN)	In PDF Format	Yes/No	
15	Certified copy of GST Registration	In PDF Format	Yes/No	
16	Valid FSSAI license	In PDF Format	Yes/No	
17	Certified copy of Business registration certificate/ registration certificate with the trade association of similar activities as documentary evidence for running similar Business Activity	In PDF Format	Yes/No	
18	Certified copy of financials for FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
19	Certified copy of Income Tax return acknowledgement for FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	
20	All pages of Bid Document with corrigendum, addendum if any, duly signed and sealed by the Authorized Signatory of the bidder Organisation on each page.	In PDF Format	Yes/No	
21	Annexures (A, B, C, D)	In PDF Format	Yes/No	
22	List of Enclosures (Check list) duly ticked and signed	In PDF Format	Yes/No	

Important: It may be ensured that Rates (Financial quotes) are nowhere disclosed in technical bid else the technical bid shall be summarily rejected.

PART-B. FINANCIAL BID

Proposal will contain the following documents:	Whether enclosed
Financial Bid to be submitted in MS excel format at e-proc portal only	Yes/No

For and on behalf of : (Name of the Bidder)
 Signature : (Authorized Signatory)
 Name of the Person :
 Designation :
 Seal of the Bidder :
 Date :
 Place :

Financial Bid

(In the MS Excel format available at www.eproc.rajasthan.gov.in/)

Fin Form - 1: Financial Bid

(In the MS Excel format available at www.eproc.rajasthan.gov.in/)

BOQ (Not to be filled in technical bid)

Open Wise Bid					
Tender Inviting Authority:	General Manager, Durg Cafeteria, Padon, Nohargarh, RTDC				
Name of Work:	Bid for Selection of Operator for Licensing out the Counter (6'x7') for Sale of Chhat items for the period of 5 years, at Durg Cafeteria Padon, Nohargarh, Jajpur				
Name of the Bidder:					
PRICE SCHEDULE					
(DOMESTIC TENDERS - RATES ARE TO BE GIVEN IN RUPEES (INR) ONLY) Exclusive of GST and Other Applicable taxes.					
1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling in the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to write the Bidder Name and Values only.					
2. The Bidder shall quote the Bid Price (exclusive of GST) for the first year of Contract in the financial bid which should not be lower than the Minimum Assured Value for first year of contract, failing which such bid shall be rejected.					
3. The accepted assured value shall be increased 10% every year on a compounding basis for the remaining year of Contract.					
4. The Bidder shall pay GST and other applicable taxes, duties, fees etc. to RTDC as per the prevailing laws and rules.					
Sl. No.	Particulars	Unit	Minimum Assured Value for First Year of Contract (Exclusive of GST and other applicable taxes) Rs. P.	Assured Value Quoted by the Bidder for First Year of Contract (Exclusive of GST and other applicable taxes) Rs. P.	Total Assured Value Quoted by the Bidder for First Year of Contract (including GST and all other taxes) In words
1	2	3	4	5	6
1	Selection of Operator for Operating a Counter (6'x7') for Sale of Chhat items for the period of 5 years, at Durg Cafeteria Padon, Nohargarh, Jajpur	Per year	8,00,000.00		