

## **BID DOCUMENT**

**for Licensing out Water sports and Adventure tourism activities at Siliserh Lake Alwar for 5 years**



**Two Part Online Bid  
(Single stage)**

### **Schedule of Bidding:**

**NIB. NO. RTDC/2022-23/ TD/**

**Dated: 16-05-2023**

<b>1</b>	<b>Start Date/Time of Download of Bid Form</b>	<b>:</b>	<b>From 16-05-2023 at 05.00 PM</b>
<b>2</b>	<b>Submission of Written Queries by Bidder on e-mail ID (<a href="mailto:ed.rtdc@rajasthan.gov.in">ed.rtdc@rajasthan.gov.in</a>) or in hard copy (to be submitted to the Office of Executive Director, RTDC)</b>	<b>:</b>	<b>Upto 26-05-2023 at 03.00 PM</b>
<b>3</b>	<b>Start Date/Time of Bid Submission</b>	<b>:</b>	<b>From 28-05-2023 at 05.00 PM</b>
<b>4</b>	<b>Last Date/ Time of Download of Bid Form</b>	<b>:</b>	<b>Till 31-05-2023 up to 2.00 PM</b>
<b>5</b>	<b>Last Date/ Time of upload of the Bid</b>	<b>:</b>	<b>Till 31-05-2023 up to 2.00 PM on E-procurement portal only.</b>
<b>6</b>	<b>Last Date/ Time of submission of demand drafts</b>	<b>:</b>	<b>Till 31-05-2023 up to 4.00 PM</b>
<b>7</b>	<b>Date and time of opening of the technical Bid</b>	<b>:</b>	<b>On 31-05-2023 at 05.00 PM</b>
<b>8</b>	<b>Date and time of opening of the Financial Bid</b>	<b>:</b>	<b>To be intimated through E-proc automated messaging system</b>
<b>9</b>	<b>Price of Bid Documents</b>	<b>:</b>	<b>Rs. 2,360/- Including GST</b>
<b>10</b>	<b>Price of E- Bidding process fee</b>	<b>:</b>	<b>Rs. 2,000/-</b>
<b>11</b>	<b>Amount of Bid Security</b>	<b>:</b>	<b>Rs.80,000/-</b>



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### 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 Rajasthan Tourism Development Corporation Limited, a Govt. of Rajasthan Undertaking (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 Contract. 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 Contract 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 fees, 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.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### BID DOCUMENT

### TABLE OF CONTENTS

S.No.	Name of Schedule	Page
1.	Notice Inviting Bid (E-Bid Notice)	3
2.	Instruction to bidders	4-7
3.	Special Terms & Conditions	8-16
4.	General Terms & Conditions	17-21
5.	Check List (Technical Bid)	22-23
6.	Annexure 'A'	24
7.	Annexure 'B'	25
8.	Annexure 'C'	26-27
9.	Annexure 'D'	28
10.	Annexure 'E'	29
11.	Annexure 'F'	30
12.	Annexure 'G'	31-38
13.	Financial Bid	39



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

NIB. NO. RTDC/2023-24/TD/

Date:

### **NOTICE INVITING BID (E-BID NOTICE)**

Rajasthan Tourism Development Corporation Limited (RTDC) invites competitive e-bids from eligible bidders for "Licensing out Water sports and Adventure tourism activities at Siliserh Lake Alwar for 5 years". Details are as given under: -

S. N.	Item Description	RISL Processing Fee (Rs.)	Tender Document Fee	Bid Security (EMD)	Last Date of Submission of Bids
1	Licensing out Water sports and Adventure tourism activities at Siliserh Lake, Alwar for the period of 5 Years	2,000/-	2,360/- (including GST)	80,000/-	31-05-2023 (upto 2:00 PM)

Detailed Bid Document for the Work can be downloaded from procurement portal (<https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>) of the state and/or <https://www.tourism.rajasthan.gov.in>. All further updates will be available only on these websites, therefore, interested parties are advised to visit these websites regularly. The approximate minimum reserve license fees for the first year of contract is Rs. 40.00 lac (exclusive of GST).

**Last Date of submission of Bid is 31-05-2023 upto 2:00 PM.** Demand Draft of RISL Processing Fee shall be in favour of "Managing Director, RISL" payable at Jaipur and Demand Drafts of Tender Fee and Bid Security shall be in favour of "Rajasthan Tourism Development Corporation Limited" payable at Jaipur. Scanned copy of Demand Drafts shall be submitted along with the submission of Bid. Original Demand Drafts shall be submitted on **31-05-2023 upto 04:00 PM** at the office of the **Executive Director, RTDC Limited, Jaipur. Technical Bids will be opened on 31-05-2023 at 5:00 PM.**

RTDC reserves the right to cancel/ reject any/ all Bids or bidding process without assigning any reason.

UBN : .....

**Executive Director  
RTDC Limited**

NIB. NO. RTDC/2023-24/TD/

Date:

### **Copy to following for Information & N/a:-**

1. OSD to Chairman, RTDC, Jaipur
2. P.S. to Managing Director, RTDC, Jaipur.
3. P.A. to Executive Director, RTDC, Jaipur.
4. P.A. to Executive Director (F), RTDC, Jaipur.
5. P.A. to Executive Director (W), RTDC, Jaipur.
6. General Manager (Finance), RTDC, Jaipur
7. Computer Operator, Computer Section - to upload the NIT/BID on website as mentioned above.
8. Manager M&P - for publication as per RTPP Act 2013 in one leading National/ Regional daily newspaper.

**Executive Director**



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

RTDC Limited

### **Instructions to Bidders:**

1.	NIB No.	NIB. NO. RTDC/2022-23/TD/ Dated 16-05-2023
2.	Procuring Entity	Executive Director, Rajasthan Tourism Development Corporation Ltd
3.	Subject matter of procurement & period of rate contract	Licensing out Water sports and adventure tourism activities at Siliserh Lake Alwar
4.	License period	Rate contract for 5 Years (extendable as per RTPP rules) from the date of execution of agreement.
5.	(i) The price of the Bidding Document	Rs. 2,360/- Including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan tourism development corporation Ltd. Payable at Jaipur.
	(ii) e - bid Processing Fees	Rs. 2,000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
6.	Procuring Entity's address (For <b>clarification purposes</b> only)	Executive Director, RTDC Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur Phone:- 0141-2361140, 2361608 E mail:- fb.rtdc@rajasthan.gov.in Website: www.rtdc.tourism.rajasthan.gov.in
7.	The language of the Bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As Detailed in Special and General terms and conditions and as per Technical Bid Check list.
9.	Bid validity period	90 days from the opening of technical bids.
10.	Bid Security	Rs.80,000/- i.e. 2 % of Estimated value of Minimum Reserve Annual License Fees offered through Demand Draft/ Banker's Cheque in the name of 'Rajasthan tourism development corporation Ltd.' payable at Jaipur, should reach at Head office, Jaipur
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm
12.	Downloading of Bids	From Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>
13.	Submission of Bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

14.	Opening of Bids (a) Technical Bid	RTDC, 3rd Floor, Paryatan Bhawan, Opposite Vidhayak Puri Police Station, Jaipur
	(Financial Bid)	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of Agreement	Within 15 days from the date of issue of letter of acceptance (LOA).
16.	Work Performance Security	The successful bidder shall have to submit performance security deposits equivalent to license fee of three months, in form of demand draft in favour of Executive Director(Finance), RTDC at the time of execution of agreement
17.	Appellate Authority	<b>First:</b> Managing Director, Rajasthan Tourism Department Corporation Limited, 3 <sup>rd</sup> Floor, Paryatan Bhawan, Opposite Vidhyakpuri Police Station, Jaipur. <b>Second:</b> Principal Secretary, Department of Tourism, Paryatan Bhawan, Opposite Vidhyakpuri Police Station, Jaipur.

I/ We \_\_\_\_\_ (*Name of the bidder*) in the capacity of (*Designation*) as bidder have read all the instructions, NIB details and all the terms and conditions of Bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof. Details of the bidding firm/company are as below:

Name of Firm/Company/Individual : \_\_\_\_\_

Office Address (with pin code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

**Telephone Nos.** : \_\_\_\_\_

Office : \_\_\_\_\_

Residence : \_\_\_\_\_

Fax (with STD Code) : \_\_\_\_\_

E- Mail ID : \_\_\_\_\_

Mobile : \_\_\_\_\_

**Statuary Details**



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

GSTN : \_\_\_\_\_

PAN : \_\_\_\_\_

RISL Bid Processing : \_\_\_\_\_

Bid Fee DD/BC No. & Amount : \_\_\_\_\_

Bid Security : \_\_\_\_\_

Details of Bank Account of the Bidder

Bank Name and branch address : \_\_\_\_\_

Bank Account No : \_\_\_\_\_

Bank IFSC/MICR Code : \_\_\_\_\_

Signature

Name of Signatory (IN BLOCK LETTERS)

\_\_\_\_\_

Designation

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Attach sheets where-ever necessary and strike out whichever is not applicable)





RAJASTHAN  
The Incredible State of India!

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

1. Bidding document can be seen at website <http://www.rtdc.tourism.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>. Bidding document may be also seen and downloaded from website <http://eproc.rajasthan.gov.in>. The price of bidding document may be paid along with user charges/processing fee before the time of submission of the bid.

### 2. ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर्स के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- घ कोई भी बिड इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरटीडीसी की नहीं होगी।
- ङ बिड प्रपत्र में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाइन दर्ज करें।
- च ऑन लाइन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरटीडीसी की जिम्मेदारी नहीं होगी।
- छ बिडर, यदि आवश्यक हो तो, ऑनलाइन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेन्ट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क (RTDCLtd. payable at Jaipur के पक्ष में), बोली प्रतिभूति राशि एवं बिड प्रोसेसिंग शुल्क (MD, RISL, payable at Jaipur के पक्ष में) के डिमांड ड्राफ्ट/बैंकर्स चैक/ऑनलाइन जमा विवरण एवं मूल शपथ पत्र (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाइन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक आरटीडीसी पर्यटन भवन तृतीय तल में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाइन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाइन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड कर दिए गए हैं। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### **Special Terms and Conditions**

**Important Instructions:** - The Law relating to procurement "The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act/Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

#### **1 Brief introduction of RTDC**

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.

RTDC is a well-established brand name in tourism industry, operating hotels, motels and restaurant in the State and also operates Raj Bhraman package/ conducted tours for tourists visiting Rajasthan. During important fairs and festivals also set up tented Tourist Village.

Besides the budget segment of hotels and package tours, for high end travelers RTDC also runs 1 luxury tourist trains viz., Place on Wheels in association with Indian Railway during on seasonal basis every year.

RTDC is also in joint venture for boating facilities at important lakes in the State.

Interested bidders may visit the site for firsthand knowledge of the project and ground realities. This visit will help interested bidders to ascertain the feasibility of implementation of the project and due diligence. Contact can be made with Mr. Kesar Singh Unit incharge , RTDC Hotel Lake palace Siliserh Alwar (Tel: 9414418957) and Mr. Ajay Bhatt, Incharge Transport Division (8741048853).

#### **2 Scope of work**

Siliserh Lake Alwar is an idyllic spot with enchanting landscape of wooded hills and beautiful embankment of the placid lake, it offers boating and sailing facilities and is a delight for the trigger-happy photographers and film makers.

To create water sports center as per mutually agree specifications in the permitted purview of prevailing law of the land.

The water sports facility to include Houseboat, Modular Floating Jetty, Paddle Boats, Pontoon Boats, Jet Skies, Water Cycles, Malibu speed boats, Aviva & Rave Inflatable Water Play Equipments and any other safe, viable and feasible activities with due consent of licensor.

Bidder Shall have permission for advertisement, unipoles & on boats, Film shooting, events & sponsorship at Water Sport Operations vicinity only subject to approval of the government authorities.

#### **3 Deliverables by successful bidder**

Successful bidder shall be required to carry out the following activities as part of the project:

- 3.1 Renovate and develop the required infrastructure for water sports activities and adventure tourism at Siliserh Lake near Alwar assigned for the purpose, at the same time ensuring safety of environment of the lake & Tourist.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website– www.rtdc.tourism.rajasthan.gov.in

- 3.2 Prepare detailed designs and plan of the project as per Byelaws and norms. The bidder shall get these plans approved from RTDC. Thereafter, the successful bidder will procure required clearances for commencing and implementing the Project from the competent local body, authority and any other agencies of State & Central Government at own cost.
- 3.3 A period of maximum 90 days from the date of signing the agreement shall be given to the successful bidder as moratorium period for preparation, approval of plans, mandatory clearance & permissions from Govt. or any other agencies, completion of civil and other works required and procurement of desired boats, equipments, machinery etc. for starting of the water sports activities.
- 3.4 In case of non-completion of project within a period described in bid document, liquidated damages will be charged as per bid document.
- 3.5 Maintain the entire facility to the required levels of satisfaction to the users.
- 3.6 Collect necessary charges and operate the entire facility.
- 3.7 Submit Performance Security Deposits, equivalent to license fee of three months, in form of demand draft in favour of “RTDC Ltd.” payable at Jaipur and submit advance cheques of license fee and applicable taxes of complete license period. Each cheque shall be for six months advance license fee, which will be produced by RTDC in Bank every six months by 7th day of the beginning of the six months period.
- 3.8 Payment of all applicable fee and taxes as applicable time to time by law of the land during the period of agreement.
- 3.9 Maintain and improve the project facilities over time to provide the desired levels of service to the users.
- 3.10 Transfer the immoveable assets to RTDC after the expiry of License Period.

### 4. Eligibility Criteria

- 4.1 **The Bidder must have minimum average annual turnover of Rs. 40.00 lakh in any three financial years out of last five consecutive financial years ending on March 31, 2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) from Boating and Water sports activities. (Copy of balance sheet in support of average income and CA certificate must be enclosed with technical bid.)**
- 4.2 The Bidding Entity having met the above financial capability criteria should have minimum experience of three years in operating and managing establishment of similar kind of activities or technical tie up showing capabilities to operate boating/ water sports activities or theme park/safari park/lake development/ adventure tourism wherein boating/ water sports activities are one of the component (“**Similar Work**”). Copy of work order or contract showing the experience of period must be attached with technical bid.
- 4.3 **The Bidding Entity must have successfully completed either of the following work during the last 5 years preceding to the Bid Due Date:**
  - (i) **Minimum 1 Similar Work costing not less than Rs. 30 lac**  
**OR**
  - (ii) **Minimum 2 Similar Works each costing not less than Rs. 20.00 lac**  
**OR**
  - (iii) **Minimum 3 Similar Works each costing not less than Rs. 15.00 lac**



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

**Details of eligible completed Similar Works along with supporting documents/ evidences including work order/ purchase order, completion certificate from the client must be attached with technical bid.**

**In computing the eligibility of the Bidder under Clause 4.2 and 4.3 above, the eligibility of their respective Associates shall also be considered and eligible hereunder. For the purpose of this Bid, the Associate, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.**

Supporting information and documents for Technical Experience (Provide the following information and documents for meeting the technical criteria requirement).

**Technical Experience:** (to be submitted separately for each of the Project claimed under Technical Eligibility by Single Entity Bidder/Each Member in Case of Consortium Bidder)

1	Name of eligible Project (Similar Work) & Location	
2	Project Location	
3	Project Description	
4	Project Cost (Rs.)	
5	Name of Client	
6	Project Duration (for commissioning of the Project)	Start Date: ----- End Date: -----
7	Role of the Bidder	
8	Status (Completed/ Ongoing)	
9	Copy of Work Order	
10	Copy of Completion Certificate issued by the Client	

### Note:-

- Bidder shall submit details of the executed Similar Works (as defined in Clause 4.2 above) strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility.
- RTDC reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

### **5. Technical Bids Evaluation:-**

Technical bid shall be uploaded with documents as mentioned below: -

- (a) Scanned copy of Bid Document.
- (b) Scanned copy of D.D. of Processing fees, Bid form fee and Bid Security, annexure -B
- (c) Attested copy of documents mentioned in Technical Bid Check List.
- (d) The bids will technically be evaluated first. The Bidder will have to provide complete Profile of the Company/ organization including audited balance sheets details experience and other details as per requirement of check list (Technical Bid). Bidder should enclose certified copy of all the required documents as per checklist and affidavits enclosed with Bid form.

### **6. Financial Bids Evaluation:**

- (a) The financial bid of such the bidders whose technical bid is found O.K. (Qualified) shall only be opened on later date which shall be communicated through eproc automated messaging system.
- (b) The Financial bid evaluation will seek the bidder offering the highest License Fee to RTDC for undertaking this Project.
- (c) The final letter of acceptance of financial bid shall be communicated to the successful bidder after competent approval for completion of further necessary formalities.
- (d) In the event that financial bids of two or more bidders are same (equal License 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 license fees).

### **7. Security deposits & liquidated damages**

- 7.1 The Successful Bidder shall furnish a Security Deposit equal to Three months license fee quoted in the financial bid, at the time of signing of the license agreement, payable in the form of demand draft in favour of Executive Director (F) RTDC Ltd. payable at Jaipur.
- 7.2 Failure of the Successful Bidder to comply with above condition of security deposits shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security deposits.

### **8. Pre-Condition for Signing the License Agreement**

After completing the evaluation of Financial Bid and identifying the Successful bidder, RTDC shall issue a Letter of Intent (LOI) to the Successful Bidder. Upon receiving the LOI, the Successful Bidder will have to submit a Letter of Acceptance along with Security deposit equivalent to license fee of three months and advance cheques of license fee & applicable taxes for complete licensing period, within seven days from the date of issue of letter of intent.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### 9. TERMS SHEET OF LICENSE AGREEMENT

Parties	Rajasthan Tourism Development Corporation and Successful Bidder
<b>ACTIVITIES AREA &amp; DETAILS</b>	
Name of Unit	Siliserh Lake Alwar (Rajasthan)
Area of Lake	As per availability of water level.
Location	15 K.M. away from Alwar City
License Period	5 Years (extendable as per RTPP rules)
Licensor	Rajasthan Tourism Development Corporation Ltd.
<b>DEVELOPMENT GUIDELINES</b>	
Control Features	Develop world class water sports and adventure tourism activities
<b>OBLIGATIONS OF SUCCESSFUL BIDDER</b>	
Key obligations	(a) Achieve financial closure.
	(b) Prepare a detailed plan and get it approved from Licensor.
	(c) Design, develop, establish, finance, create (as permitted by laws & rules), implement, manage, operate and maintain the facilities.
	(d) Pay license fee and applicable taxes by advance cheques of complete licensing period.
	(e) The license fee will be increased by 10% every year on the previous year license fee on cumulative basis.
	(f) Apply for various concessions from State Government/Central Government/Any other Agencies on its own.
<b>TERMINATION EVENTS &amp; RECOURSE</b>	
Licensee's event of default: In case the Successful bidder defaults in payment of the license fee by cheque of advance six months license fees for complete license period.	<b>Recourse</b> (a) The security deposits of the licensee would be forfeited and RTDC shall take over the property/land and all assets of the licensee without any payment to the bidder and substitute an entity to step into the shoes of the bidder. (b) All agreements entered into by the bidder would be notated in favour of the substitute entity or RTDC as the case may be.

- Estimated Value of Bid:** Total estimated minimum annual reserve license fees of bid is approx. ₹40.00 lacs.
- Total estimated cost, based on total bid quantity, has been calculated ₹40.00 lacs, on the basis of which 2% bid security amount should be submitted by the bidder.
- If any bidder fails to service or makes in adequate service inconsequent three months period without any satisfactory reason, then agreement could be terminated and his security amount will be forfeited with 18% GST and the firm will be blacklisted.
- Period**–5 Years (extendable as per RTPP rules)
- Management reserves the right to reject the bid of bidders whose report have been found unsatisfactory any time during the supply contract or Bidders, its affiliates and associates, who have been debarred for any reason anytime during the supply contract for any item.
- Income Tax, other taxes shall be deducted at source from service providers' bills, if applicable and no reimbursement of the same shall be made by RTDC.





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

16. **If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail.** In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc. after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
17. If any declaration given by the bidder after taking oath is found false or manipulated later on then the bid of such bidders shall be cancelled at the moment with forfeiture of bid security or performance security deposit whatsoever and the bidder shall be debarred from participation in bid in future for a period not exceeding three years, further legal proceedings shall be initiated against such bidders.
18. Services of the successful bidder are found non satisfactory due to any reasons, the performance security forfeited along with debarment proceedings at the sole discretion of the management.
19. Being duly authorized to represent and act on behalf of M/s ..... and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document dated ..... pertaining to water sports and adventure tourism activities at Siliserh Lake, Alwar, we hereby offer our Price Proposal.
20. We offer the License fee per annum in BOQ, payable to RTDC in first year. This license fee shall be increased by 10% every year, on the previous year license fee on cumulative basis. All applicable taxes prevailing & in future, on license fee shall be paid to RTDC extra, over and above the offered license fee by the successful bidder.
21. We understand that as per the terms & conditions of the License Agreement to be executed, the license fee will be paid to RTDC commencing from the date of completion of moratorium period after signing the agreement.
22. We understand that as per the terms and conditions of the License Agreement to be executed, duly signed & stamp advance cheques of the license fee for the complete licensing period shall be submitted to RTDC. Each cheque shall be for six months advance license fee which will be produced by RTDC in Bank every six months by 7th day of the beginning of the six months period.
23. All the Tax liabilities will be borne by bidder as applicable time to time during the license period. (Local/State/Central Authorities)
24. The Bidder shall bear all costs associated with the preparation and submission of the bid, RTDC will not be responsible for those costs regardless of the conduct or outcome of the bidding process.
25. Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submits a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
26. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract/Agreement. All pages of the bid, except for un-amendable printed literature, shall be initialed by the person or persons authorized to sign the bid.
27. No counter condition will be acceptable from any of the bidders.





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

28. The security deposit lying with the RTDC in respect of other Bid awaiting approval of rejection or on account of contract being completed will not be adjusted towards security money for this bid submission.
29. The bidder would be required to submit his Financial Bid separately and it would be mandatory for the bidder to quote in Indian Rupees, both in figures and words. If the amount quoted differs between figures and words, the amount in words will govern. Conditional bid will be rejected.
30. Minimum reserved price for the license fee payable to RTDC shall be Rs. 40.00 Lac per annum. The bidders are expected to quote license fee above the minimum reserved price, any bid below the minimum reserve price will not be considered. All applicable taxes, GST, on license fee will be paid to the RTDC extra, over and above the offered license fee, by the successful bidder.
31. The initial period for the license agreement will be for five years, which is further extendable as per RTPP rules.
  - (i) Further extension of license period would be on the basis of annual appraisal by evaluating the performance of the successful bidder of initial five years. Besides this, environmental conditions & prevailing laws shall be also taken in account before extension of the period.
  - (ii) The license fee for the extended period of first year shall be minimum increased by 20% on the 5th year license fee and subsequently increase of 10% every year on the previous year license fee on cumulative basis will be applicable.
32. Any changes in the constitution of the company/firm or its Directors etc. shall be notified forth with by the party in writing to the MD, RTDC and such change shall not relive any former member of the company/firm etc. from any liability under the contract.
33. The bidder shall have to submit copy of PAN Card, all the relevant registration in respect to GST and other applicable taxes up to the previous financial year. (submit by scan copy). A certificate from chartered accountant is to be enclosed which certify that the turnover is from boating/shipping.
34. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
35. Bidding authority is not bound to accept the highest bid and may reject any offer or any part of the offer without assigning any reason thereof.
36. The successful bidder shall have to execute agreement within seven days from the date of issue of letter of intent and start the water sports activities before the date of completion of moratorium period. The licensee shall pay the expenses of stamp duty for execution of agreement on non-Judicial Stamp paper worth Rs. 500/- or as required by registration law. In case registration documents are required or desired by the successful bidder, the same shall be at the cost of the bidder.
37. Licensee will take necessary permission for boating in the lake and fitness of boats from concerned Government Department as per law/rules. RTDC will not bear any responsibility on this account however will recommend the application of the licensee.
38. The successful bidder shall have to submit security deposits equivalent to license fee of three months, in form of demand draft in favour of ED(F) RTDC at the time of execution of agreement.
39. Advance cheques of license fee and applicable taxes for complete licensing period shall have to be submitted by the successful bidder to RTDC at the time of signing of the license agreement. Each cheque shall be for six months advance license fee in favour of



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

- Executive Director (Finance), RTDC which will be produced by RTDC in Bank every six months by 7th day of the beginning of the six months period. The licensee shall be liable for any dishonoring of any cheque under negotiable instrument Act.
40. The license fee shall be increased by 10% every year on the previous year license fee on cumulative basis.
  41. Subletting of any part of the assignment by the licensee to any third person/company/firm/agency would not be allowed throughout the licensing period.
  42. The boating operation shall be subject to water conditions in the lake and subject to permission of prevailing laws of the Government. The Corporation shall not be responsible for any loss on this account.
  43. The committee constituted by RTDC to redressal the issue, will examine the matter to be submitted by the successful bidder in writing for redressal, if required. If the reasons are genuine and unavoidable and acceptable to the committee and further being approved by the competent authority of the Corporation, relaxation in license period will be accorded by extending the license period proportionately to the period of non-operation of the water sports activities.
  44. Licensee shall fix the tariff of Water Sports activities and advertisements/film shooting in consultation with RTDC and decision of RTDC in this regard shall be final. All type of prevailing and future fee, taxes and GST liability of such activity shall be borne by the licensee.
  45. The expenditure on Boats, equipments, manpower, maintenance, security, insurance, license fee/license renewal fee payable for permission to RTO, concerned Dept. etc. & any other tax liability including construction and maintenance of platform, jetties and any other ancillary expenses will be borne by the licensee.
  46. The successful bidder shall be responsible for all the legal liabilities of salary, wages, EPF, ESI or any other personal claims of his employees or legal liabilities of any Acts, civil or criminal and also medical fitness of employees, RTDC will not bear any responsibility on such account.
  47. The licensee shall be liable for safe, secure and legal operation of boating activities. The licensee shall be responsible for theft, losses, damage due to any accident or physical damage to passenger or consequential death, insurance claim thereon or legal/criminal liability etc. RTDC shall not bear any financial or legal liability on all such above account. The relevant and required insurance, security system, lifeguards, life jackets etc. would be the sole responsibility of the licensee.
  48. In case of any loss or damage, whether direct or indirect is caused to RTDC due to any act/conduct of the licensee in any manner for which any liabilities arise on RTDC, unfair practices, fraud or any other manner whether civil or criminal nature defined under the Indian Penal Code or other applicable legislation, the successful bidder shall be solely responsible for the same and all losses as well consequential losses shall be indemnified by them to RTDC which will be recoverable by RTDC from successful bidder out of the security amount or any dues to successful bidder.
  49. During advertising and film shoot activities, any damage, loss of life, public disorder, any defamation claim, breach of any law etc. or consequential claim shall be responsibility of licensee. RTDC will be free from any such liabilities.
  50. In case the licensee does not adhere to any of the terms & conditions of the bid documents and agreement, the MD shall have full powers to cancel the license after giving an opportunity of a personal hearing to the licensee.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### 51. Security deposit in full or part will be forfeited in the following cases: -

- (i) If the Successful Bidder fails to execute the project schedule as per time frame of Liquidated Damages schedule.
- (ii) If any of the terms & conditions of the agreement is breached.
- (iii) If the Bidder fails to commence the water sports activities within the moratorium period.
- (iv) If Successful Bidder fails to provide services satisfactory.
- (v) Notice of reasonable time will be given in cases of forfeiture of Security Deposit. The decision of the MD in this regard shall be final and binding to the licensee.

52. Licensee will be allowed to vacate the space/leave activity with three months' notice along with the license fees of three months. In all such case, where the licensee withdraws prior to expiry of contract, his performance security deposit will be forfeited.

53. The Bid of blacklisted firm by RTDC or from Govt. Dept. /semi-Govt. will be rejected. Also, the Bid of those firms which are having court cases with RTDC or in connection with default in payment under section NI Act 138 of court will also be rejected.

54. If any dispute or difference shall arise between the RTDC and licensee as to their respective rights, duties or obligation under this agreement or interpretation of this agreement or thing connected with this agreement such dispute on difference shall be referred to the decision of a sole arbitrator to be appointed by the Managing Director, RTDC and the decision of the arbitrator shall be final and binding on both the parties. The fee of arbitrator will be given by both the parties as 50% - 50% to the sole arbitrator.

55. All disputes arising out of this license agreement shall be subject to the jurisdiction of courts in Jaipur, Rajasthan, India.

56. The bid documents along with general terms & conditions /letter of intent, shall form the part of the license agreement to be signed with the successful bidder and same shall be legally binding on both the parties.

### 57. Termination of License:

The license will terminate automatically at the end of the license period i.e. five year. However, the license period can be further extendable as per RTPP rules at the discretion of licensor. In such case the Successful Bidder will submit a request to this effect to RTDC, three months prior to the date of expiry of the contract. The extension will be purely on the discretion of the Licensor.

### 58. Grievance Redressal during contract period:

The designation and address of the First Appellate Authority is Managing Director, Rajasthan Tourism Development Corporation Limited, Parayatan Bhawan, Opposite Vidhyakpuri Police Station, Jaipur and the Second Appellate Authority is Principal Secretary (Tourism), Department of Tourism, Parayatan Bhawan, Opposite Vidhyakpuri Police Station, Jaipur.

### 59. Liquidated Damages (Penalty Clauses)

In case the execution and completion of work for developing and operationalizing the project is delayed beyond moratorium period, the licensee shall be liable to pay license fee to the RTDC, the Security Deposits will be forfeited and the MD may cancel the license

### 60. Release of Security Deposit

The security deposits will be released within three month after the successful completion of the license period and extension thereon, if any, after submitting no dues from the



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

concerned local bodies, electricity, telephone Company, sales tax, service tax department etc. and RTDC

61. RTDC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals, at any time prior to the award of License, without assigning any reason and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RTDC's action.

### **GENERAL TERMS & CONDITIONS OF BID AND CONTRACT**

1. The bidder shall have to carefully study and understand the conditions, specifications. If he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
  - a. Whether signing as "sole proprietor of the firm?"
  - b. Whether signing as registered active partner of the firm?
  - c. Whether signing for the firm on the basis of power of attorney?
  - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
6. The Bidder should sign at the end of each page of bid document as token of his acceptance of all the terms and conditions and then will upload it.
7. **Bid security-**
  - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid.
  - ii. Bid security instrument or cash receipt of bid security shall necessarily accompany the sealed bid.
  - iii. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

- iv. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- v. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- vi. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- vii. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement.
  - c. when the bidder does not deposit the performance security within specified period.
  - d. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- viii. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- ix. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a) the expiry of validity of bid security;
  - b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c) the cancellation of the procurement process; or
  - d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

### 8. Performance security-

- a) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

goods and services. In case of Small Scale Industries of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

3 [Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2023, the performance security shall be taken as under: -

The successful bidder shall have to submit security deposits equivalent to license fee of three months, in form of demand draft in favour of Executive Director(Finance), RTDC at the time of execution of agreement.

- c) Performance security more than Rs. 10.00 Lac shall be furnished in any one of the following forms-
  - i) Bank Draft or Banker's Cheque of a scheduled bank;
  - ii) Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non-fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the Director In charge in this regard shall be final. No Interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

### 9. Execution of agreement-

- a. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b. The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c. If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- d. The bidder shall be asked to execute the agreement on a non-judicial stamp paper of applicable value.

### 10. Bid shall be valid:-

- a. 90 days from the opening of technical bids.
- b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract Period or for the period for which bids are invited whichever is higher.

### 11. Liquidated Damages:





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

- (i) If the contractor fails to execute the order/contract within the period specified in the bid, which the MD, RTDC Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His/ her decision shall be final regarding the sufficiency or otherwise for extension of time.
  - (ii) The successful bidder shall pay damages to RTDC, of an amount calculated @ 0.2% (zero point two percent) of the Performance Security for each day of delay beyond the extended period. If the successful bidder is not able to start to provide services within a period of 30 (thirty) days beyond the extended time period except due to Force Majeure events, RTDC shall terminate the Agreement and invoke the Performance Security submitted by the successful bidder.
  - (iii) MD, RTDC in its sole discretion, may waive liquidated damages.
12. In the event of breach of the contract at any time on the part of the contractor/ bidder, the contract may be terminated summarily by the MD, RTDC with such conditions as may be deemed fit.
  13. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
  14. In case of any dispute arising out of any matter related to the bid / contract / agreement, the matter will be referred to sole arbitrator appointed from RTDC empaneled arbitrators shall be done mutually agreed by both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
  15. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
  16. **Procuring entity's right to accept or reject any or all bids-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
  17. **Force Majeure**
    - a. For purposes of this Contract Agreement to be signed in pursuance of this Bidding process, "**Force Majeure**" shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (RTDC or Selected Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, spread of pandemic disease, imposition of lockdown by Central/ State governments/ District authorities.
    - b. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
    - c. In the event of the Force-Majeure condition(s) continuing beyond a period of 3 months, either party shall have the option to cancel the Contract Agreement for the



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website– www.rtdc.tourism.rajasthan.gov.in

- reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/RTDC shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.
- d. As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
  - e. Upon the occurrence of any Force Majeure event, the following shall apply:
    - (i) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
    - (ii) RTDC shall not be liable to pay Fees to Selected Bidder for the period for which the Force Majeure events persist.
  - f. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
  - g. It is expressly agreed that Selected Bidder's ability to do business or provide services to a third party at a more advantageous price or Selected Bidder's economic hardship shall not constitute a force majeure event.
  - h. In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders.



RAJASTHAN  
The Incredible State of India !

# RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

## **(CHECK LIST (TECHNICAL BID))**

### **To be filled by the bidder**

(Information to be provided along with the bid document)

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	<b>Name of the Bidding Entity</b>		
2)	<b>Type of the Bidding Entity (proprietorship/ partnership/ other (please specify))</b>		
3)	<b>Year of Establishment of Bidding Entity</b>		
4)	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		
5)	<b>Address: -</b> <b>i. Office Address, Phone No, Fax No, Email</b>		
6)	<b>Power/ Electricity Connection</b> (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)		
7)	<b>GSTN</b> (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)		
8)	<b>Latest GST challan /Return</b> (Enclose Payment copy of latest Challan of last quarter)		
9)	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)		
10)	<b>Bid security amount</b> (Mention details)		
11)	<b>Affidavit cum Annexure 'B' of Bid Document</b> (On Rs 100/- Non-Judicial Stamp Paper Duly Notarized)		
12)	<b>Technical Bid Submission Sheet (Annexure 'F')</b>		
13)	<b>Bidding entity should have minimum average annual turnover of Rs. 40.00 lakh in any three financial years out of last five consecutive financial years ending on March 31, 2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) from Boating and water sports activities.</b> Provide copy of Financial Statements of any 3 Financial years (out of FY 2017-18, 2018-19, 2019-20, 2021-21 and 2021-22) claimed in the bid with complete audit report, balance sheets, Profit and Loss & CA certificate in this regard.		
14)	<b>Bidding entity should have minimum experience of three years in operating and managing establishment of similar kind of activities or technical tie up showing capabilities to operate boating, water sports activities and adventure tourism. (Copy of work order or contract showing the</b>		



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website– www.rtdc.tourism.rajasthan.gov.in

	experience of period must be attached with technical bid)		
15)	<b>Bidding Entity must have successfully completed specified number of work in operating and managing establishment of similar kind of activities or technical tie up showing capabilities to operate boating/ water sports activities or theme park/safari park/lake development/ adventure tourism wherein boating/ water sports activities are one of the component (“Similar Work”).</b> (Copy of supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility must be attached with technical bid)		
16)	<b>Duly Signed and Sealed Bid Document Uploaded?</b>		



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### **Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) 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;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) 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;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest 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.

i. 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. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. 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 Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Doc1



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

(To be submitted on non-judicial stamp paper of Rs. 100/-)

### **Annexure B : Declaration by the Bidder regarding Qualifications**

#### **Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No..... Dated..... I/we hereby 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:

Signature of bidder

Name :

Designation:

Address:

Doc1





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

#### (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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from 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 (1) 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 a 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 into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

#### (5) Form of Appeal

- (a) An appeal under para (1) 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 of fee.

Doc1



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

### **(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

### **(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Doc1



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

### 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. 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.
- ii. In case of procurement of Goods or services, 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 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. **Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods):** Dividing quantities among more than one bidder at the time of award- As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.



RAJASTHAN  
The Incredible State of India !

# RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

Annexure 'E'

FORM No. 1

[See rule 83]

## 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:

(ii) Official address, if any:

(iii) 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 omission 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 a 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)

7. Prayer:

.....  
.....  
.....

Place .....

Date .....

Appellant's Signature

Doc1



RAJASTHAN  
The Incredible State of India !

# RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

## Annexure 'F'

### Technical Bid Submission Sheet

NIB. NO. RTDC/2022-23/TD/

Dated .....

To,  
The Executive Director  
RTDC Ltd. Jaipur

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Document. We offer to give service in conformity with the Bidding Document and in accordance with the Bid document.
- Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- If our Bid is accepted, we commit to obtain a Performance Security in the amount of shall have to submit security deposits equivalent to license fee of three months, in form of demand draft in favour of ED(F), RTDC at the time of execution of agreement
- The successful bidder Our firm, for any part of the Contract, have nationalities from the eligible countries
- We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- We understand that you are not bound to accept the highest evaluated bid or any other bid that you may receive;
- We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;
- I/We ..... declare that whatsoever mentioned in this Bid form by me/us is true and correct to the best of my/our knowledge & belief. I/we have gone through all terms and condition and agreed upon them. In case any default/error is found in my Bid form the same may be liable to be rejected at any time by the corporation.

Name/ address: \_\_\_\_\_

In the capacity of : \_\_\_\_\_

Signed : \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**AGREEMENT  
(See Rule 68)**

**AGREEMENT FOR WATER SPORTS AND ADVENTURE TOURISM CENTRE AT SILISERH LAKE ALWAR BETWEEN RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD. AND SUCCESSFUL BIDDER**

THIS AGREEMENT made at this \_\_\_\_\_ day of ....., ..... BETWEEN THE RAJASTHAN TOURISM DEVELOPMENT CORPORATION LIMITED, a Government of Rajasthan Undertaking.

and having its registered office at Head Office, Paryatan Bhawan, Opp. Vidhayak Puri Thana, Jaipur-302001 (Rajasthan), hereinafter referred to as the "the Licensor" (which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART.

**AND**

The successful bidder, M/s. .... Having its registered office at ..... thereof, hereinafter called "the Licensee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators or SPE) of the OTHER PART:

**WHEREAS**

The Licensor has boating, Water Sports and Adventure Tourism Activity right at Siliserh Lake situated at Alwar. More particularly described in the schedule hereunder written (Hereinafter referred to as the "the said water sport centre").

The Licensor has invited offers inter-alia for entrusting operation and management of its said Water Sports & Adventure Tourism Centre at, Siliserh Lake situated at Alwar on license.

The Licensee have offered to run and manage Licensor's said Water Sports & Adventure Tourism Centre and purposes sought license and permission of the Licensor to run and manage the same which the Licensor has agreed to grant upon terms and conditions hereinafter appearing.

Prior to the execution of this Agreement, the Licensee has deposited to the Licensor:

- a) Performance Security deposit in the sum of Rs. .... (Rupees in word) ..... only towards the amount of security deposit to be made by the Licensee.
- b) Advance cheques of license fee and all applicable taxes for complete licensing period. Each cheque is for six months advance license fee which will be produced by licensor in Bank every six months by 7th day of the beginning of the six months period. The licensee shall be liable for any dishonoring of any cheque under Negotiable instrument Act.





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

- c) It has been agreed that the said sum of Rs. .... (Rupees in word) ..... only i.e. the security deposit above will not carry any interest.

The parties hereto are desirous of recording the terms and conditions of the License.

### NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The Licensor hereby grants to the Licensee a license and permission to run and manage the said Water Sports Operation for an initial period of 5 years commencing from ..... to ..... by the corporation & further extendable as per RTPP rules on successfully completing the initial 5 years at the discretion of the licensor as per clause no.31 of special terms and conditions of bid documents.
2. In this agreement the words "managing the Water Sports & Adventure Tourism Centre at Siliserh Lake, Alwar means:
  - (a) Provide boating & water sports facilities at Water Sports & Adventure Tourism Centre to the tourist at such rates not exceeding the rates that may be approved by the Licensor.
  - (b) Shall have permission for advertisement unipoles & on Boats, film shooting, events and sponsorship at Water Sports Operations vicinity only subject to compliance of law of the land and approval of RTDC and the Government Authorities.
3. During the aforesaid period of 5 years the Licensee shall have License and authority only to enter upon the said Water Sports & Adventure Tourism Centre & Operation vicinity described in the schedule hereto for the purposes of running the Water Sports & Adventure Tourism Centre & Operations at its own cost with prior approval of the Licensor and subject to permission of the RTDC and not other purpose whatsoever and the Licensee shall be deemed to be a bare licensee only for the said Water Sports & Adventure Tourism Centre & Operations vicinity.
4. Nothing in these presents contained shall be construed as demise in law of the Water Sports & Adventure Tourism Centre & Operation vicinity or any part thereof so as to give to the Licensee any legal interest therein, but the Licensee shall only have a license to enter upon the Water Sports & Adventure Tourism Centre & Operation vicinity for the purpose of performing this Agreement.
5. The Licensor will handover possession of the Water Sports & Adventure Tourism Centre in operational condition.
6. The Licensee hereby agrees to observe and perform the following that is to say:
  - (a) That the Licensee shall pay license fee and all applicable taxes by advance cheques for complete licensing period. Each cheque shall be for six months advance license fee, which will be produced by licensor in Bank every six months by 7th day of the beginning of the six months period, as approved by licensor at the rates and in the manner specified in the terms & conditions and letter of intent. If the Licensee fail



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

or neglect to pay to the Licensor compensation at the rates and in the manner specified above, then they/he shall, in addition to the amount so due and payable by them to the Licensor pay interest thereon at the rate of 21% per annum from the date of such default in payment of compensation or delay in payment of interest continues for one month OR more than 30 days from the due date of payment the Licensor shall be entitled to terminate this agreement and to evict the Licensee from the said Water Sports & Adventure Tourism Centre.

- (b) The Licensee shall abide by the suggestions/directives issued by RTDC for the proper maintenance of water body from time to time and it shall be binding upon the Licensee to follow such suggestions/ guidelines/directives.
- (c) The Licensee shall display the name of the Licensor and also its Logo on all boards and permissible hoardings and advertisements, sponsorships, events etc. on the premises of the said Water body showing the Licensor as the Owners and the Licensee as running and managing the Water Sports & Adventure Tourism Centre & Operations.
- (d) That the Licensee shall at their cost keep the said Water Sports & Adventure Tourism Centre & the operation area clean and in the best hygienic condition and for that purpose take all necessary steps and precautions in that behalf and follow the guidelines as may be in force from time to time and comply with all statutory provisions, rules, regulations and bylaws of local and other authorities in respect of hygiene, health cleanliness and shall indemnify the Licensor against all the cost, claims, liabilities, fines or other expenses whatsoever which may fall upon the licensor by reason of noncompliance and non-observance by the Licensee therewith. Further if required the Licensee shall provide adequate pest control service at his own cost during the license period to the satisfaction of the licensor to ensure hygienic condition of Water body as well as office premises.
- (e) The Licensee shall install adequate fire extinguishers on boats, life jackets, equipments and Water body etc. and shall be responsible for checking and servicing them from time to time and Licensee shall adhere strictly and rigidly to any security or safety regulation prescribed by concerned authority or law in force and keep trained staff/lifeguards sufficient life saving like rescue equipments, communication equipments, First Aid boxes, life Jackets/Helmets at the location of Water Sports & Adventure Tourism Centre & Operations vicinity.
- (f) The Licensee shall during the terms of this agreement, insure and keep insured the Water Sports equipments in the such sum as would be decided/ approved by the Licensor any damage to the said equipments caused by fire, explosion, riot, civil commotion, strikes lockouts, worker/labour disturbances, storm, tempest, flood, earthquake or any Act of God with an Insurance Company to be approved by the licensor and will produce to the licensor, the policy or policies of insurance and receipts for the payment of last premium.



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

- (g) The Licensee shall make adequate and satisfactory arrangements for the removal of waste of garbage and follow the guidelines that may be prescribed from time to time from the local authority.
- (h) The Licensee shall at their own cost provide suitable and sufficient trained staff for all the purpose of running the equipments such staff were the uniform daily approved by the licensor and shall be clean, civil and sober at all times and at least when on duty. Any member of Licensee trained staff whose conduct while on duty is in the opinion of Licensor detrimental to the interest of Licensor take appropriate action in the matter.
- (i) The Licensee shall if approved can construct temporary essential for successful implementation of license agreement.
- (j) The Licensee shall bear and pay all the taxes and outgoing of whatsoever nature, and description including municipal taxes, property taxes, N.A. Tax, Sales Tax, VAT, GST, water charges, entertainment tax, electricity charges, sanitary charges, education fees, license fees, expenses for gas consumption and other charges, taxes and fees that may be levied by the local authority, Government or any other Corporation during the period of this Agreement and which are required to be paid for the continuous and efficient running of the said Water Sports & Adventure Tourism Centre & Operations.
- (k) The Licensee shall use the said Water Sports & Adventure Tourism Centre only for the purpose as mentioned in this agreement and for no other purpose whatsoever, nor shall they allow them to be used or utilized by any person or persons other than the Licensee or their servants.
- (l) Subject to the provisions of the License, the licensee shall be entitled to use the electricity and water connections in the premises of said Water Sport vicinity on the basis of sub-meters or on independent connection.
- (m) The Licensee shall be entitled to make use of the telephone facility at the said Water Sports & Adventure Tourism Centre & Operations area and the Licensee shall be liable to pay all the bills for rental charges and call charges that may be issued by the telephone authorities from time to time.
- (n) The Licensee shall be free to add at their own cost, make arrangements of suitable, sophisticated and safe water sports equipments of good certified standard for the said Water Sports & Adventure Tourism Centre with due consent of licensor.
- (o) The Licensee shall keep the said Water Sports Centre & Operations open on each and every day between 10.00 hrs. to 18.00 hrs. or as permissible by RTDC or rules applicable.
- (p) Licensee shall fix the tariff of Water Sports activities and advertisements, film shooting in consultation with licensor and decision of licensor in this regard shall be final. All type of prevailing and future fee, taxes and GST liability of such activity shall be borne by the licensee. The rates/tariff so fixed shall be displayed by the



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

Licensee at a conspicuous place in the said Water Sports & Adventure Tourism Centre & Operational area.

- (q) The Licensee shall be fair in dealings and courteous in behavior with the customers.
- (r) The Licensee shall employ in the said Water Sports & Adventure Tourism Centre & Operational area their own trained employees to run the said Water Sports & Adventure Tourism Centre and they shall be liable to pay the salaries, leave, wages, EPF, bonus, gratuity, retirement benefits and all other required benefits and legal dues payable to them. The Licensee shall also comply with each and every provisions of law applicable to their employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under. Payment of minimum rates of wages, subscription to provident fund, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The Licensors shall in no way be liable to pay any dues or claims payable in this behalf to the said employees nor will those employees shall have any claim of employment in the Organization of the Licensors while delivering and handing over the said Water Sports & Adventure Tourism Centre to the Licensors, expiry of this agreement or on its earlier termination. The Licensee shall indemnify and keep indemnified and save harmless the Licensors against all costs, charges and expenses of whatsoever nature which may be incurred by the Licensors in this behalf.
- (s) The Licensee shall at all times keep a complaint and suggestion book at a conspicuous place in the said Water Sports & Adventure Tourism Centre & Operational premises, wherein the customers may shall be open for inspection by the inspecting officers of the Licensors. The extracts of the complaints/ suggestions book shall be forwarded by Licensee to the Manager RTDC every month. The Licensee shall take all necessary remedial follow-up steps to avoid recurring of such incidents and inform the Licensors about the steps taken.
- (t) The Licensee shall abide by and observe each and every laws, rules and regulation of the Police, TAF, Local bodies, Government and statutory Authorities etc. in respect of the running of the said Water Sports & Adventure Tourism Centre/
- (u) The Licensee shall not keep or store upon and in the vicinity of the premises of the said Water Sports & Adventure Tourism Centre & Operational area any articles of combustible, inflammable, obnoxious or dangerous nature. If any damage or destruction is caused to the Water Sports & Adventure Tourism Centre Premises or part thereof on account of Breach of this condition by Licensee, they alone shall be responsible for the same and shall fully reimburse to the Licensors for the loss suffered by the Licensors on this account.
- (v) The Licensee shall not bring, store, stock, keep or sell any illicit or contraband article or goods in the said Water Sport & Operations area or the vicinity thereof.
- (w) The Licensee shall not do or permit to be done upon the premises of the said Water Sports & Adventure Tourism Centre & Operations area anything which may cause a



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

nuisance or annoyance or in any way interference with comfort, peace of the inmates of the properties in the vicinity of the said Water Sports & Adventure Tourism Centre & Operations area.

- (x) That the license is hereby given to the Licensee only. The Licensee shall not directly or indirectly transfer, assign, encumber or part with their/his interest under the benefits of this agreement or any part thereof, in any manner whatsoever.
  - (y) In the event of Licensee failing to vacate itself with its belongings and employees from the said Water Sports & Adventure Tourism Centre & Operations area on expiry or termination of this agreement the Licensee shall pay to the Licensor without demure as by way of compensation not being in the nature of penalty an amount of Rs. 10,000/- per day being the amount of loss estimated by the Licensee that will be suffered by the Licensor for every day of default committed by the licensee.
  - (z) In the event of the expiry or termination of this agreement, the Licensee shall be entitled to remove or take away at their own cost, equipments all such movables brought by them in the said Water Sports Centre as are capable of being removed or taken away without causing any damage howsoever to the said water sport centre or any part thereof. Licensee shall transfer the immovable assets / improved assets to the Licensor at nil cost at the expiry or termination of the agreement.
7. The Licensor shall have the following rights and powers, that is to say-
- (a) The right of the Licensor and its officers at all reasonable times to enter upon the premises of the said Water Sports & Adventure Tourism Centre & Operations area to view its state, inspect and for all other reasonable purposes. If on inspection it is observed that the Licensee has committed breach of any of the terms, conditions or covenants of the License, the Licensor shall give notice to the Licensee to take such steps as the Licensor may deem fit in order to remedy the breach.
  - (b) Power in case Licensee shall fail to observe any of the terms, conditions or stipulations on their part herein contained or any directions given hereunder at any time to instruct and inform to follow the mentioned guidelines for the said Water Sports & Adventure Tourism Centre & Operations area.
8. This agreement is purely a License and does not create any right or interest in the Licensee as a tenant.
9. The Singular shall include plural and plural shall include singular.
10. Any power to be exercised by the Licensor shall be exercised by the Managing Director RTDC or any authorized officer of the Licensor.
11. In case of failure to pay amount on the due date, the Licensee shall pay interest on the outstanding dues at the rate of 21% p.a. from the date of default till payment.
12. The license is given to M/s. .... Any change in the Constitution of the company/firm concern if made, will be with licensor's approval.





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

13. In the event of death of the sole proprietor/working partners of the Licensee, the License hereby given will automatically be transferred to the nominated attorney/directors.
14. The licensee shall be liable for safe, secure and legal operation of boating activities. The licensee shall be responsible for theft, losses, damage due to any accident or physical damage to passenger or consequential death, insurance claim thereon or legal/criminal liability etc. Licensor shall not bear any financial or legal liability on all such above account. The relevant and required insurance, security system, lifeguards, life jackets etc. would be the sole responsibility of the licensee.
15. In case of any loss or damage, whether direct or indirect is caused to licensor due to any act/conduct of the licensee in any manner, for which any liabilities arise on licensor, unfair practices, fraud or any other manner whether civil or criminal nature defined under the Indian Panel Code or other applicable legislation, the licensee shall be solely responsible for the same and all losses as well consequential losses shall be indemnified by them to licensor which will be recoverable by licensor from licensee out of the security amount or any dues to licensee.
16. During advertising and film shoot activities, any damage, loss of life, public disorder, any defamation claim, breach of any law etc. or consequential claim shall be responsibility of licensee. Licensor will be free from any such liabilities.
17. In case the licensee does not adhere to any of the terms & conditions of the bid documents and agreement, the MD, RTDC Ltd., shall have full powers to cancel the license after giving an opportunity of a personal hearing to the licensee.
18. If any incident takes place in the Water Sports & Adventure Tourism Centre & Operations area the Licensee shall forthwith report the same to the Licensor or its authorized person.
19. All notices, consents and approvals to be given or any action to be taken under this Agreement, shall be given or taken by the MD, RTDC or any other officer authorized by the Licensor and any notice to be given to the Licensee shall be considered as duly served if the same shall have been addressed to the Licensee and delivered to left at or posted to the usual or last known Place of residence or business either, in the place or elsewhere of the person served or on the said Water Sports & Adventure Tourism Centre or Operations area or if the same shall have been affixed to any building or erection whether temporary or Otherwise upon the said Water Sports & Adventure Tourism Centre & Operations area.
20. If any dispute or difference shall arise between the Licensor and the Licensee as to their respective rights, duties, obligations under this agreement or interpretation of this agreement or touching any other matter or thing connected with this agreement such dispute or difference shall be referred to the decision of a sole arbitrator to be appointed by the MD, RTDC and the decision of the arbitrator shall be final and binding on both the parties and in default of such agreement in accordance of the provisions of the Arbitration and Conciliation Act, 1996 any statutory modification or re-enactment





RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website- www.rtdc.tourism.rajasthan.gov.in

thereof for the time being force. The fee of arbitrator will be given by both the parties as 50% - 50% to the sole arbitrator.

21. Without prejudice to any other rights and remedies of the Licensor, any sum or sums due and payable here under by the licensee to the Licensor (including arrears of compensation) shall be recoverable as land arrears of land revenue under the provisions of the Rajasthan Land Revenue Law, any amendments thereof or any law applicable for the purpose.
22. The Licensee shall bear and pay the costs of the preparations and completion of the agreement in duplicate, including stamp duty and execution fees payable thereon.
23. Licensee will be allowed to vacate the space/leave activity with three month's notice along with the license fees of three months. In all such case, where the licensee withdraws prior to expiry of contract, his performance security deposit will be forfeited.
24. The Courts in Jaipur, Rajasthan alone and exclusively shall have jurisdiction to entertain, try and decide any suit or proceedings in respect of any dispute or difference if any arising out of this Agreement.
25. All the clauses in the bid documents including all the general terms & conditions notice inviting offers and the letter of intent issued shall be the part of the licensor agreement and same shall be legally binding on the licensee.

IN WITNESS WHEREOF the Common Seal of the parties have caused their seals affixed hereto and to the duplicate hereof the common seal of the Licensor is hereunto affixed and Licensee, have set and subscribed their respective hands and seals on the day and year hereinabove written.

### THE SCHEDULE ABOVE REFERRED TO

(Equipments to be provided at own costs)

- 1.
- 2.
- 3.
- 4.

In witness whereof the parties hereto have set their hands on the..... day of .....201.....

**Signature of the  
approved Firm.**

Date:

Witness No. 1

Witness No.2

**Signature for and on behalf of RTDC**

General Manager (Transport Division),  
RTDC

Date:

Witness No. 1

Witness No.2



RAJASTHAN  
The Incredible State of India !

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)  
Paryatan Bhawan, Vidhayak Puri Thane ke samne, C- Scheme, Jaipur  
Phone:- 0141&2361140| 2361608 E mail:- fb.rtdc@rajasthan.gov.in  
Website– www.rtdc.tourism.rajasthan.gov.in

### Financial Bid

### Part II

*(to be submitted in the MS Excel format available at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in))*