



Rajasthan Tourism Development Corporation Ltd.
(A Government of Rajasthan Undertaking)
Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001
website: www.rtdc.tourism.rajasthan.gov.in, Email: ed.rtdc@rajasthan.gov.in
CIN - U63040RJ1978SGC001831

NIB No. RTDC/2024-25/ 3742

Date: 29-11-2024

NOTICE INVITING BID (E-BID NOTICE)

Rajasthan Tourism Development Corporation Limited (RTDC) invites competitive e-bids from experienced, technically and financially sound reputed eligible bidders for "Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner" for the period of 5 years. Details are as given under: -

S. N.	Name of Work	Minimum Reserve License Fees for First Year of Contract (Ex. GST)	RISL Processing Fee (Rs.)	Tender Document Fee	Bid Security (EMD)	Last Date of Submission of Bids
1	Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner for the period of 5 years	5,40,000/-	500/-	2,950/- (including GST)	65,935/-	16-12-2024 (upto 02:00 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 www.rtdc.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 value of the procurement is **Rs.32.97 lac** (excluding GST) for the period of 5 years.

Last Date of submission of Bid is 16-12-2024 upto 02:00 PM. Demand Draft of RISL Processing Fee shall be in favour of "Managing Director, RISL" payable at Jaipur and Demand Drafts of Tender Document Fee and Bid Security shall be in favour of "Executive Director (Finance), Rajasthan Tourism Development Corporation Limited" payable at Jaipur. Scanned copies of Demand Drafts shall be submitted along with the submission of Bid. Original Demand Drafts shall be submitted on **16-12-2024 upto 03:00 PM** at the office of Executive Director, Rajasthan Tourism Development Corporation Limited, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001. **Technical Bids will be opened on 16-12-2024 at 04:00 PM.**

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

UBN : TDC2425SSOB00137


Executive Director
RTDC Limited

Date: 29-11-2024

NIB No. RTDC/2024-25/ 3742

Copy to following for Information & N/a:-

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


Executive Director
RTDC Limited

BID DOCUMENT

[E-Bid Notice _____ dated _____.2024]

for

Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner

Issued by:

Executive Director

Rajasthan Tourism Development Corporation Ltd.

(Government of Rajasthan Undertaking)

Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001 (Raj.)

website: www.rtdc.tourism.rajasthan.gov.in, Email: ed.rtdc@rajasthan.gov.in



RAJASTHAN TOURISM DEVELOPMENT CORPORATION LIMITED (RTDC)

Office: IIIrd Floor, Paryatan Bhawan, Opposite Vidhayakpuri Police Station, M. I. Road, Jaipur-302001, Rajasthan

Phone: +91-9664258271 ; **E-mail:** ed.rtdc@rajasthan.gov.in

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BID DOCUMENT

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 Executive Director, Rajasthan Tourism Development Corporation Limited (the "**Authority**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery 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.

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1. INTRODUCTION

1.1. Background

- 1.1.1. The Rajasthan Tourism Development Corporation Limited (RTDC) is a company fully owned by Government of Rajasthan, incorporated under the Companies Act, 1956, having its registered office at Paryatan Bhawan, 3rd Floor, Opposite Vidhayak Puri Police Station, M. I. Road, Jaipur (Rajasthan)-302001. The RTDC has an objective of developing tourism and its related infrastructure in the state of Rajasthan.
- 1.1.2. RTDC's Unit Hotel Dhola Maru, holds the essence of Rajasthan as it is named after the love story of prince Dhola of Narvar and princess Maru of Poogal. is strategically located near Central Bus Stand, at about 4 Kms, and about 2 km from Railway Station. Hotel Dhola Maru, Bikaner is an economic property that offers polished, sophisticated and visual pleasure to its guests. The project site is also one of the important properties which could be a successful commercial venture for the selected bidder. With its excellent location and potential for vibrant commercial opportunities, Hotel Dhola Maru is poised to be a thriving venture for the selected bidder.
- 1.1.3. The RTDC intends to provide area admeasuring approximate 2271 Square yard situated in the Hotel premises for setting up and Operate Marriage Garden with adequate facilities. The copy of map is attached with the bid document. The fabrication/ development work to be undertaken in the proposed area should be temporary in nature. For carrying out furnishing, fabrication & installation works to make the License Space usable for commercial/retail purpose, Licensee shall be permitted for License fee free grace period of 60 days as "**License Fee Free Grace Period**" OR "**Moratorium Period**".
- 1.1.4. The successful bidder shall submit appropriate drawings with plan and elevation for the proposed Marriage Garden and get approval of the same from the RTDC, Jaipur in writing before start of temporary fabrication/ Development work.
- 1.1.5. The proposed space for Marriage Garden will only be provided on the basis of "As is where is" on license to the successful bidder. All expenses to be incurred on the proposed marriage garden to prepare the place commercially viable e.g. development/ fabrication, upgradation, furnishing, plantation, maintenance etc. must be incurred by successful bidder at their own.
- 1.1.6. The Executive Director, Rajasthan Tourism Development Corporation Limited (the "**RTDC**" or "**Procuring Authority**" or "**Authority**" or "**Licenser**") has decided to select reputed and experienced Event Managers/ Service Providers of similar services ("**Bidder**") for setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner (the "**Contract**" or "**License**") for the period of 5 years in accordance with the provisions of the Bid document and the Contract Agreement to be signed between the Authority and the Selected Bidder. Brief of the Project is given below:

Name of Work	Estimated value of "Contract" for 5 Years (Ex. GST)	Minimum Reserve License Fees for First Year of Contract (Ex. GST)	Bid Security	RISL Processing Fees	Tender Document Fees
Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner for the period of 5 years	Rs. 32.97 lac	Rs.5,40,000/-	Rs.65,935/-	Rs.500/-	Rs.2,950/-

Note:-

- a) A Bidder shall quote the Bid Price (exclusive of GST and all other applicable taxes, duties, cess etc.) for the first year in the financial bid which should not be lower than the Minimum Reserve License Fees for first year of contract as mentioned above, failing which such bid shall be rejected.
 - b) The drawing/ Map at Annexure - IV.
 - c) The Licensee shall pay the License Fee for the space to RTDC as per accepted rates. The accepted license Fee shall be increased 10% every year on compounding basis.
 - d) The Space indicated above & in Annexure - IV are indicative and shall depend upon actual measurement at site. The actual size of above space after measurement may vary as per actual conditions.
 - e) The licensee shall not have any claim of license for any new space at the Hotel Dhola Maru, Bikaner.
- 1.1.7. Selected Bidder shall be required to perform the work and provide the deliverables as per the provisions of the Bid document.
- 1.1.8. As a part of this endeavor, Authority has decided to carry out the bidding process for selection of an entity (the **"Bidder"**) to whom the Project may be awarded as per the terms of this Bid document.
- 1.1.9. Payments shall be released by the selected Bidder for the Project as per the payment stages defined in the Annexure-1 to Bid document.
- 1.1.10. The statements and explanations contained in this Bid document are intended to provide a better understanding to the Bidder about the subject matter of this Bid document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this Bid document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.11. The Authority shall receive Bids pursuant to this Bid Document in accordance with the terms set forth in this Bid and other documents to be provided by the Authority pursuant to this Bid document, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bid document"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the **"Bid Due Date"**).
- 1.2. Brief Description of Bidding Process**
- 1.2.1. Authority has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-procurement system at www.eproc.rajasthan.gov.in (the **"Bidding Process"**) for selection of a Bidder for award of the Project.
- 1.2.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the **"Bid"**) for the Project in accordance with the provisions of the Bid document.
- 1.2.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this Bid document.

- 1.2.4. Bidder shall be selected through evaluation of Bids. Detailed process of evaluation of Bids is given in Clause 3 of the Bid document.
- 1.2.5. Notwithstanding anything contained in this Bid document, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 1.2.6. The provisions of RTPP Act, 2012 and RTPP Rules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this Bid Document with the RTPP Act, 2012 and RTPP Rules, 2013 thereto, the later shall prevail.

1.3. Schedule of Bidding Process

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

S. N.	Event Description	Date
1.	Availability of Bid Document	Document can be downloaded from: www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in
2.	End Date of Downloading document	Upto: 12-12-2024, 02:00 PM
3.	Information and Site visit of Property	May be sought through phone or by visiting office Hrs. at Hotel Dhola Maru, RTDC, Near Puran Singh Circle, Bikaner. Tel. No. 81077-13979
4.	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
5.	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 12-12-2024, 02:00 PM
6.	Submission of Original Demand Draft for RISL Processing Fee, Tender Fee & Bid Security	Upto: 12-12-2024, 02:00 PM Venue: Office of Executive Director, Rajasthan Tourism Development Corporation Limited, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001
7.	Date, Time and Venue of Technical Bid Opening	12-12-2024, 04:00 PM Venue: Office of Executive Director, Rajasthan Tourism Development Corporation Limited, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001
8.	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time

S. N.	Event Description	Date
9.	Issue of Letter of Award (LOA) / Work Order to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
10.	Submission of Performance security to RTDC by the Selected Bidder	Within 7 working days of issuance of LOA/ Work Order
11.	Signing of Contract Agreement	Within 10 working days of issuance of LOA/ Work Order
12.	Duration of Contract	Five (5) years, extendable for further period on same terms & conditions as per RTPP Act, 2012 and RTPP Rules, 2013.

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

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

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

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	Bidder must be a legally recognized business entity incorporated/ Registered in India and should be: a. An individual person, or b. A proprietorship firm, or c. A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or d. A company incorporated under the Companies Act, 1956/2013. Consortium bidding is not allowed.	a. Certified copy of Registration certification of the firm / Partnership deed / Certificate of incorporation etc. (as applicable) to legal status b. Certified copy of Articles of Association & Memorandum of Association (if applicable) c. Copy of Valid identity proof i.e. Aadhar Card/ Driving License/ Passport etc. in case the Bidder is a proprietorship firm/ Individual person. d. Certified copy of Income tax Registration (PAN) copy. e. Certified copy of GST Registration Copy, as applicable as per Tech Form-2
(ii)	Bidder should neither be a blacklisted entity nor should its contracts have been terminated / foreclosed by any company / Government department / Public Sector Organisation within a period of 5 years preceding to the Bid Due Date, due to non-fulfilment of Contractual obligations; and	• Declaration to be provide given in the format specified in Bid Forms (Tech Form-4) duly authenticated
b)	Financial Eligibility	
(i)	Bidder must have average annual turnover of Rs. 25.00 lakh in last three financial years ending on March 31, 2024 (i.e. 2021-22, 2022-23 & 2023-24) from similar activities. Similar activities include operation and management of entity providing services related to Event management/ Marriage Garden.	• Certificate specifying average annual turnover in last 3 financial years ending March 31, 2024 in the format specified in Bid Forms (Tech Form-7) duly certified by practicing chartered accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.

S. N.	Particulars	Documents Required
(ii)	Bidder must have positive net worth as on March 31, 2024.	Certificate of net worth as on March 31, 2024 as per the format given in Bid Forms (Tech Form-7). Certificate shall be duly certified by practicing chartered accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.
c)	Technical Eligibility	
(i)	Bidder should have continuous existence for minimum 4 years; and	Certified Copy of certificate showing the year of registration
(ii)	Bidder must have experience of running similar activities for last 4 years on or before the bid due date. Similar activities include operation and management of entity providing services related to Event management/ Marriage Garden.	Certified copy of Business registration certificate/ registration certificate with the trade association of similar activities as documentary evidence for running similar Business Activity.

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

2.3. General Condition for Bidders

- 2.3.1. Bidder shall be required to submit its Bid containing all details as required in **Bid Forms (Tech Form and Fin Form)**.
- 2.3.2. A Bidder shall, in the last 5 years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any Project or contract nor have had any contract terminated for breach by such bidder.
- 2.3.3. A Bidder shall not have a conflict of Interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.3.4. Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/ evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:

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

2.4. Payments/Fees with the Bid

- 2.4.1. In terms of this Bid document, a Bidder shall be required to submit the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.

Description Fee	Amount	Mode of Payment and Payable to
RISL Processing Fee	Rs. 500/-	Demand Draft (DD)/ Banker's Cheque in favour of "Managing Director, RISL" payable at Jaipur.
Tender Fee	Rs. 2,950/- (Incl. GST)	Demand Draft (DD)/ Banker's Cheque in favour of "Executive Director (Finance), Rajasthan Tourism Development Corporation Limited" payable at Jaipur.
Bid Security	Rs. 65,935/-	Demand Draft (DD)/ Banker's Cheque in favour of "Executive Director (Finance), Rajasthan Tourism Development Corporation Limited" payable at Jaipur.

- 2.4.2. Scanned copy of the Demand Drafts (DDs) for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Technical Bid. Original Demand Drafts shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process at Clause 1.3.

- 2.4.3. The Bid shall be summarily rejected if it is not accompanied by the RISL Processing Fee, Tender Fee and Bid Security.
- 2.4.4. Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority. Bidders must produce original receipt of the deposit to claim the refund of bid security. In the absence of original receipt, the Bidder needs to submit the evidence of payment of bid security and produce the Indemnity bond for the same to the RTDC, based on which the RTDC officials will verify from their own account and confirm the deposit of Bid security amount for release of refund.
- 2.4.5. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security and advance cheque for amount of applicable License fees (including applicable GST) for full tenure of License from it, in accordance with the provisions of the LOA/ Work Order/ Draft Contract Agreement.
- 2.4.6. The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:
- a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - c) in case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA)/ Work Order;
 - d) in case the Bid of the Bidder is determined as being non-responsive due to its being **"Conditional"** or for any other reason, in the opinion of Authority;
 - e) if the Bidder refuses to accept the correction of errors in its Bid;
 - f) if the successful Bidder does not commence work within the timeline as per the work order;
 - g) If the Bidder breaches any provision of code of integrity prescribed for Bidders specified in the Act and Chapter VI of RTPP Act/Rules.
 - h) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this Bid.
- 2.4.7. The Authority shall return the Bid Security after the earliest of the following events, namely:
- a) the expiry of Bid Validity Period; or
 - b) the execution of Contract Agreement with the selected Bidder; or
 - c) the cancellation/termination of Bidding Process for any reason whatsoever.
- 2.4.8. If the security deposit or security deposit of any bidder is already deposited in the corporation, then it will not be valid for this bid.

2.5. Bid Validity Period

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

2.5.2. Extension of Bid Validity Period

- a) Prior to the expiry of Bid Validity Period, the Authority, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
- b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
- c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6. Number of Bids and Cost thereof

- 2.6.1. No Bidder shall submit more than 1 Bid for the Project in response to the Bid document. Any Bidder who submits more than 1 Bid for the same Project shall be disqualified.
- 2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Visit to the Project Site and Verification of Information

- 2.7.1. **Bidders must visit the Project Site and ascertain themselves for the site conditions, location, surrounding, climate, access to the Project Site for preparation of project concept & design and submission of its proposal. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.**
- 2.7.2. The Bidder or any of its authorised representatives shall be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

2.8. Acknowledgement by Bidder

- 2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:
 - a) made a complete and careful examination of the Bid document including but not limited to (i) Scope of Work defined in Annexure-1 to Bid document etc;
 - b) accepted the risk of inadequacy, errors or mistake in the information provided in the Bid document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.8.1 herein; and
 - c) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.8.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid

document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

2.9. Right to Accept or Reject any or all Bids

2.9.1. Notwithstanding anything contained in this Bid document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2.9.2. The Authority reserves the right to reject any Bid if:

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

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of Letter of Award (LOA)/ Work Order or entering into the Contract Agreement, and if the Bidder has already been issued the LOA/ Work Order or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this Bid document, be liable to be terminated, by communication in writing by the Authority to the Bidder, without Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this Bid document and the Draft Contract Agreement or under applicable law. In such case, the Authority shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Consultant available with the Authority. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid document anytime after the submission by the Bidder and till the subsistence of the Contract Agreement. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority.

2.10. Communication between the Bidders and the Authority

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

Executive Director,

Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

2.10.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid,

as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.

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

B. Bid Document

2.11. Availability of Bid Document

- 2.11.1. The Bid document (in PDF format) shall be available on www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in during the period mentioned in Schedule of Bidding Process at Clause 1.3.
- 2.11.2. Prospective Bidders can download the Bid document from the above websites but shall be required to remit the cost of Bid document (Tender Fee) in the manner and form as prescribed in Clause 2.4.

2.12. Clarifications by the Authority

- 2.12.1. Verbal clarifications and information given by the Authority or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

2.13. Amendment in the Bid Document

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

C. Preparation & Submission of Bid

2.14. Language of the Bid

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

2.15. Format and Signing of the Bid

- 2.15.1. The Bidder shall provide all the information sought under this Bid document.
- 2.15.2. Bidder shall submit their Bids in accordance with the provisions set forth in this Bid document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising

Bids are given in this Bid document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this Bid document.

- 2.15.3. The Technical Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms (Tech Form-3)**. The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this Bid.
- 2.15.4. The Financial Bid shall be submitted in the format as specified in **Bid Forms (FIN Form-1(BOQ))**.
- 2.15.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.15.6. A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (Tender Fee, RISL Processing Fee and Bid Security) in PDF format
 - (ii) Financial Bid in MS-Excel format
- 2.15.7. Technical Bid (the **"Technical Bid"**) shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of Technical Bid Submission	as per the format specified at Tech Form-1 (in PDF Format)
2	Bid document Fee	Scanned copy of Demand Draft (in PDF Format)
3	RISL Processing Fee	Scanned copy of Demand Draft (in PDF Format)
4	Bid Security	Scanned copy of Demand Draft
5	Details of Bidder	as per the format specified at Tech Form-2 (in PDF format)
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents (in PDF format)
7	Power of Attorney for Signing Authority	as per the format specified at Tech Form-3 (in PDF format)
8	Affidavit for No Blacklisting	as per the format specified at Tech Form-4 (in PDF format)
9	Anti-Collusion Certificate	as per the format specified at Tech Form-5 (in PDF format)

S. N.	Document Type	Document Format
10	Declaration by Bidder regarding qualification	as per the format specified at Tech Form-6 (in PDF format)
11	Financial Eligibility	as per the format specified at Tech Form-7 (in PDF format)
12	Affidavit of No Dues towards Government Taxes	as per the format specified at Tech Form-8 (in PDF format)
13	Letter of Financial Bid Submission	as per the format specified at Tech Form-9 (in PDF format)
14	All other documents/ supporting/ information required to be submitted along with technical bid as mentioned in the Bid document	in PDF format

2.15.8. Financial Bid (the "**Financial Bid**") shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per as per the format specified at FIN Form-1 (format available at www.eproc.rajasthan.gov.in)

2.16. Submission of Bid

- 2.16.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this Bid document and in the format and manner as detailed in Clauses 2.15.7.
- 2.16.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.
- 2.16.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 2.16.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 2.16.5. Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL for booking the training slot.

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

E-mail: eproc@rajasthan.gov.in

- 2.16.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.
- 2.16.7. After submission of Bid on www.eproc.rajasthan.gov.in the Bidders shall submit original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.3. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.17. Last Date of Submission of Bid (Bid Due Date)

- 2.17.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.3 in the manner and form as detailed in the Bid Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.***
- 2.17.2. Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.18. Withdrawal, Substitution and Modification of Bids

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

D. Opening of Bids

2.19. Opening of Technical Bid

- 2.19.1. The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.3 in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.19.2. Authority shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses.
- 2.19.3. All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD) for RISL Processing Fee, Tender Fee, Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.3 and in conformity with the provisions set-forth in the Bid document.
- 2.19.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.6. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.

- 2.19.7. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.2.

2.20. Confidentiality

- 2.20.1. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Authority or as may be required by law or in connection with any legal process.
- 2.20.2. The Authority shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
- (i) bid is accompanied by relevant document related to Tender Fee, RISL Processing Fee and Bid Security;
 - (ii) bid is valid for the period specified in the Bid document;
 - (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) other conditions as specified in the Bid document are fulfilled;
 - (v) any other information which the Authority may consider appropriate has been furnished by the Bidder.
- 2.20.3. No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security.
- 2.20.4. The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.21. Tests of Responsiveness

- 2.21.1. Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the Bid Document. A Bid shall be considered responsive only if:
- a) It is received as per the formats specified in Clauses 2.15.7;
 - b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
 - c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
 - d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;

- e) it contains all the information and documents (complete in all respects) as requested in this Bid document;
 - f) it contains information in formats same as those specified in this Bid document;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.21.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.22. Clarifications by the Bidders

- 2.22.1. To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.23. Qualification of Bidders and Notification

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

2.24. Opening of Financial Bids

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

2.25. Proprietary data

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

2.26. Correspondence with the Bidder

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

3. CRITERIA FOR EVALUATION

3.1. Method of Evaluation of Bids

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

3.2. Technical Bids

- 3.2.1. In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the Bid.
- 3.2.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Eligible Bidders"**.
- 3.2.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Ineligible Bidders"**.
- 3.2.4. The Authority shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in.
- 3.2.5. The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

3.3. Financial Bids

- 3.3.1. In second part, the Authority shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders, taking into account the following factors:
- a) Overall, completeness and compliance as per the instructions given in this Bid Document.
 - b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by Bid document shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.3.2. In second part (Financial Bid), Bidder shall quote an amount (in rupees) for first year ("**Bid Price**") of the Contract/ License.
- 3.3.3. Bid Price quoted by the Bidder(s) shall be exclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.
- 3.3.4. Bid Price quoted by the Bidder shall be inclusive for all scope of work mentioned in the bid document, its obligations as per terms of the Contract Agreement.
- 3.3.5. No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Contract Agreement except as per the terms of Bid document and subsequently executed Contract Agreement.
- 3.3.6. Fees quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.
- 3.3.7. After opening, Financial Bids shall be ranked on the basis of Fees quoted by Bidders in their Financial Bid. Bidder quoting the highest Fees for first year shall be ranked as **Highest**

- Bidder (H1)** for the year and other Bidders in ascending order (e.g. H2, H3, H4, etc. on the basis of highest to lowest License Fees).
- 3.3.8. Bidder quoting the Highest Fees (H1 Bidder) shall be finally selected and adjudged as the successful Bidder for the scope of work covered under the bid.
- 3.3.9. Payment of Fees to RTDC by the Selected Bidder shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt.
- 3.3.10. After selection, a Letter of Award (the "**LOA**")/ Work Order shall be issued by the Authority to the Highest Bidder/Selected Bidder.
- 3.3.11. Subsequent to issue of LoA, joint measurement of the site along with the successful bidder shall be carried out to finalise the actual area to be licensed.
- 3.3.12. After issuance of the LOA/ Work Order as aforesaid to the Highest Bidder/Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1. and advance cheque for amount of applicable License fees (including applicable GST) for full tenure of License within 7 working days of issuance of LOA/ Work Order and shall be required to execute Contract Agreement on non-judicial stamp paper of applicable value within 10 working days of issuance of LOA/ Work Order. Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- 3.3.13. 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).
- 3.3.14. In the event that Highest Bidder (H1 Bidder) withdraws for any reason, RTDC shall invite the remaining Bidders in order of their Financial Bid (H2, H3, H4,) to match the Financial Bid of H1 Bidder.
- 3.3.15. In the event no Bidder offers to match the Financial Bid of Highest Bidder (H1) or agree on a negotiated Fees, the Authority in its discretion, may annul the bidding process and invite fresh bids for the Project.
- 3.3.16. In case, the Contract Agreement is not executed within 10 working days, for reasons attributable to the Highest Bidder/ Selected Bidder, the Authority reserves the right to cancel the LOA/ Work Order and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be.

4. OTHERS

4.1. Performance Security

- 4.1.1. For securing the due and punctual performance of its obligations under the Contract Agreement, the Contractor shall, within 7 working days of issue of LOA/ Work Order by the Authority to the Successful Bidder, deposit Security equivalent to 5% of the agreed License fee mentioned on the LoA/ Work Order, in the form of Demand Draft/ Banker's Cheque (the "**Performance Security**"), issued from a Scheduled Bank in favour of "**Executive Director (Finance), Rajasthan Tourism Development Corporation Limited**", payable at Jaipur.
- 4.1.2. Performance Security shall remain valid upto 60 days beyond the expiry of contract Period (including extended period, if any).
- 4.1.3. Amount of Performance Security shall be increased every year with 10% on compounding basis for which Selected Bidder shall be required to replenish the existing Performance Security with the increased amount or provide fresh Performance Security of increased amount for the year before 15 days prior to the start of next license year. Additional Performance Security of increased amount shall remain valid upto the date of validity of original Performance Security.
- 4.1.4. No interest shall be payable on Performance Security. RTDC shall release/refund the Performance Security to Selected Bidder upon expiry of contract period and successful completion of work as per terms of agreement subject to deduction of any amount payable by Selected Bidder to RTDC.

4.2. Forfeiture of Performance Security

- 4.2.1. Performance Security amount in full or part may be forfeited in the following cases: -
- a) When any terms and conditions of the contract are breached.
 - b) Upon occurrence of Bidder default or fails to perform the work satisfactorily as per the terms and conditions of the Contract and Bid document, the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or
 - c) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security.
 - d) If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement.

Notice of reasonable period will be given in case of forfeiture of Performance security. The decision of the Managing Director, RTDC Ltd., Jaipur in this regard shall be final.

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

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

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

6. MISCELLANEOUS

6.1. Miscellaneous

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

6.2. Conflict of Interest

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

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

6.3. Prohibition against Collusion amongst Bidder(s)

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

6.4. Interpretation of Documents

In the interpretation of this Bid, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this Bid;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
- (vii) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
- (viii) Any date or period set forth in this Bid shall be such date or period as may be extended pursuant to the terms of this Bid;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Bid mean and refer to this Bid and not to any particular Article, Clause or Section of this Bid. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this Bid so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of Bid document, provisions of the Contract Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the Bid shall have the meaning as ascribed to them in the Bid. In case the same is not defined in the Bid then they shall have the same meaning as ascribed to them in the Contract Agreement.
- (xiv) The provisions of RTPP Act, 2012 and RTTP Rules, 2013 shall be applicable for this bidding. Furthermore, in case of any inconsistency in any of the provisions of this Bid document on one hand and the RTPP Act 2012 and the RTTP Rules, 2013 on the other hand, the later shall prevail.

6.5. Grievance Handling During Bidding Process

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

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

Bid Forms

Tech Form-1: Letter of Technical Bid Submission

Ref.

Dated:

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

**Sub:- Bid for Selection of Licensee for Setting up and Operate Marriage Garden at Hotel
Dhola Maru, Bikaner**

Dear Sir,

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

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

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

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

We hereby also confirm the following:

1. The Bid is being submitted for Setting up and Operate Marriage Graden at Hotel Dhola Maru,
Bikaner for the period of 5 years in accordance with the conditions stipulated in the Bid
Document.
2. The Bid is being submitted by -----(name of Bidder) in
accordance with the conditions stipulated in the Bid Document.
3. We have examined in details and have understood the terms and conditions stipulated in the Bid
document issued by Executive Director, Rajasthan Tourism Development Corporation Limited
("**Authority**") and in any subsequent communication sent by it. We further confirm that we have
examined and have no reservations to the Bid document, including Addendum/ issued vide
..... dated..... We understand that the Addendum shall form an
integral part of the Bid document.
4. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the
bid, including legal due diligence, Consultant's obligation to perform the Project and on the basis
of its independent satisfaction hereby agree to undertake the Project in accordance with the
terms and conditions of this Bid document.
5. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all
the requirements of submission as stated in the Bid document or in any of the subsequent
communications from Authority.

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

Thanking You,

Yours faithfully,

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

Tech Form-2: Details of the Bidder

1	Name of Project for which Bid is Submitted	Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner
2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Brief Description of Bidder's Organisation	
6	Office Address of Bidder with Contact & Communication details	
7	Address of Operating/ Branch Office in Rajasthan, if Registered office is situated out of Rajasthan Contact details	
8	Details of Individual(s) who shall serve as the point of contact/communication Authority for this Bid	Name: Designation: Address: Telephone: E-mail:
9	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: E-mail:
10	Details of submission of Cost of Bid document	DD/BC Number Date Issued by Branch
11	Details of submission of Bid Security	DD/BC Number Date Issued by Branch
12	Details of submission of RISL Processing Fee	DD/BC Number Date Issued by Branch

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

Note:

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

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

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-3: Power of Attorney for Signing Authority

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

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the "**Authorised Signatory**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner** (the "**Project**") issued by Executive Director, Rajasthan Tourism Development Corporation Limited ("**Authority**") including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2024

For

(Signature, name, designation and address)

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Witnesses:

- 1.
- 2.

Notes:

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

Tech Form-4: Affidavit for No Blacklisting

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

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

In response to Bid for **Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner** (the "**Project**") dated -----, as an Authorised Signatory of ----- (name of Bidder), I hereby declare that presently the ----- (name of Bidder), at the time of bidding:

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid

Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-5: Anti-Collusion Certificate

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by Executive Director, Rajasthan Tourism Development Corporation Limited (the "**Authority**") for **Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner** (the "**Project**") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Date this.....Day of2024

For and on behalf of : -----(name of the Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-6: Declaration by the Bidder Regarding Qualification

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

Ref.

Dated:

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

Sub:- Declaration by the Bidder regarding Qualifications

In relation to my/ our Bid submitted for "Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner" in response to their Notice Inviting Bids No. Dated We hereby agree and declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

For and on behalf of : -----(name of the Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date & Place : -----

Tech Form-7: Financial Eligibility

(Certificate from Practicing Chartered Accountant on its Letterhead)

(to be submitted by each Bidder)

Name of the Bidder:

Net worth		Annual Turnover		
As on	(Amount in Rs.)	Financial Year	Annual Turnover (Amount in Rs.)	Turnover from Similar Activities (Amount in Rs.)
March 31, 2024		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
		Average Annual Turnover of any three years		

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

Date:

Place:

(Signature, Name, Designation, Membership Number
of the CA/Authorised Signatory of CA Firm)

Name and Seal of CA/CA Firm

UDIN.....

Note:-

- The above Form shall be filled and certified by the practicing Chartered Accountant.
- Bidder must submit certified copy of the Financials for FY 2021-22, FY2022-23 & 2023-24 and Income tax return acknowledgement downloaded from the Income tax Portal for the relevant years along with the bid.

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

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

Ref.

Dated:

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

Sub:- Affidavit of No Dues towards Government taxes

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

PAN Card No.	
GST No. (if applicable)	

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

Thanking You,

For and on behalf of : -----((name of the Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-9 : Letter of Financial Bid Submission

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

Executive Director,

Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

Subject :-Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment for Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner in accordance with your BID document no. dated..... Our financial bid should be uploaded online as Annexure (BOQ).

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

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

Thanking you,

Name of the Bidder:

Authorised Signatory:

Address and contact.....

Details of Prospective Bidder.....

Name:

Seal:

Date:

Place:

LIST OF ENCLOSURES (CHECK LIST)

PART A. TECHNICAL BID

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

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
17	Certified copy of financials for FY 2021-22, FY 2022-23 & 2023-24	In PDF Format	Yes/No	
18	Certified copy of Income Tax return acknowledgement for FY 2021-22, FY 2022-23 & 2023-24	In PDF Format	Yes/No	
19	All pages of Bid Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder Organisation on each page.	In PDF Format	Yes/No	
20	List of Enclosures (Check list) duly ticked and signed	In PDF Format	Yes/No	

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

PART-B. FINANCIAL BID

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

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

Annexure-1 to Bid document (Scope of Work)

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1. Contract Period

- 1.1. The license of licensed space shall be for a period of 5 (Five) years which is extendable for further period on mutual consent basis, unless otherwise terminated by RTDC or surrendered by the Licensee. The tenure of License agreement shall commence from the 61st day from the date of signing of Agreement. Extension may be granted for a further period with mutual consent on the same terms and conditions as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 except that the agreement may also be terminated earlier in accordance with the terms of this bid document.
- 1.2. In any case, no extension in license agreement shall be given beyond 7.5 years. The Licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of License by the RTDC.
- 1.3. The Licensee shall have to request for extension, if willing, prior to three months of termination of initial period of five years. In case of extension of further period is granted, the Licensee shall have to revise/resubmit Performance Security Deposit equivalent to 5% of the License fee applicable for 6th year of license.

2. Lock-in Period

- 2.1. There will be initial lock-in period of 1 year from 61st day from the date of signing of Agreement. Vacation of Licensed Space before expiry of initial lock-in period of 1 year shall be treated breach of terms of Agreement by Lessee's and RTDC has right the recover the License fees payable till the time of expiry of initial lock-in period of 1 year along with forfeiture of Performance security deposited with RTDC. In this case the License given to the selected bidder will be terminated with immediate effect.
- 2.2. No partial surrender of licensed space shall be permissible.

3. Scope and Conditions of License

- 3.1. The selected bidder shall have rights to use the licensed-out space to Develop, Manage, Operate, Maintain the commercial space in respect of setting up and Operate Marriage Garden as per the terms and condition of this bid document.
- 3.2. The details/ map of space is given in Annexure- IV. The Licensee shall be encouraged to use innovative methods of development of space. No permanent structure will be allowed. The licensee may carry only temporary construction for setting up and operate of said Marriage Garden.
- 3.3. Licensee is solely responsible for the compliance of all applicable laws. If any approvals/ permissions are required to be taken from any authority for carrying on the business, the same shall at all-time be the sole responsibility of the Licensee.
- 3.4. The License Fee shall be chargeable for the area given to the successful bidder as per this bid document.
- 3.5. The proposed space at Hotel Dhola Maru shall be developed & furnished by the Licensee on his own cost, as per RTDC's approved specifications and the same shall be available for utilization for setting up and operate of said Marriage Garden as per terms & conditions of the bid document and contract Agreement.
- 3.6. The License for the space shall be for setting up and operate of said Marriage Garden only. The items/ services/ activities prohibited by Law in force at the opportune time or by RTDC as

- per law of land shall not be allowed at the licensed space. Apart from marriage/ party/ function and banquet etc., the bidder will not operate any other activity like restaurant/ counter etc. on the Licensed Space.
- 3.7. The successful bidder will not be allowed to use domestic and foreign liquor, beer, intoxicants etc. at the licensed space. For the use of liquor during wedding parties, approval will have to be taken from the Excise Department, a copy of which will have to be given to the unit in-charge.
- 3.8. The Selected bidder shall promote booking of RTDC Hotel Rooms. The RTDC will provide the Hotel rooms at discounted rates to the selected bidder on bulk booking of rooms.
- 3.9. The space at Hotel Dhola Maru shall exclusively belong to the RTDC, without creating any right, title or interest of whatsoever nature in the said space in favour of the successful bidder. RTDC will provide only bare locations on "as is where is basis" for setting up and operate of said Marriage Garden business on License basis. The successful bidder will at his own expense shall develop & furnish the same at his own cost.
- 3.10. Only Licensee or the person authorised by the Licensee paying the License Fee, Maintenance & other charges regularly and adhering to its obligations under the terms and conditions of this bid document and the consequential License Agreement, shall be allowed to use the space during the License period.
- 3.11. The Licensee will have the right to use the space for setting up and operate of said Marriage Garden as specified in this bid document and cannot sub-license the space to others.
- 3.12. The License Fee along with other dues shall be payable by the Licensee to RTDC on quarterly basis in advance, latest by 25th of the month preceding the quarter without waiting for formal invoice from RTDC. The Licensee shall deposit advance cheques for amount of applicable License fees (including applicable GST) for full tenure of License after considering the deduction of applicable TDS amount with RTDC.
- 3.13. The license herewith granted shall not be construed in any way as giving or creating any other right in favour of the Licensee but shall be construed to be only as a license in terms & conditions contained herein:
- 3.13.1. RTDC will give license to the licensee to use 1780 Square Meter of area approx. for setting up and operate of said Marriage Garden. In return, RTDC will charge a monthly license fee plus applicable tax.
- 3.13.2. The entire cost of setting up/ development, operating and maintenance of said Marriage Garden will be incurred by the Licensee.
- 3.13.3. All expenses including electricity and water charges will also be borne by the Licensee. The licensee will pay water and electricity consumption charges on the basis of actual consumption thereof if any.
- 3.13.4. The entire cost of the staff engaged and the recurring cost shall be borne by the licensee.
- 3.13.5. The licensee shall arrange all the equipment as necessary for providing services of a high standard.
- 3.13.6. The regular renovation, upgrade, touch up, paint, polish etc in the provided area would be borne by the licensee.
- 3.13.7. The cost of advertisement, promotion and publicity of said Marriage Garden shall be borne by the licensee.

- 3.13.8. All type of charges and taxes including GST will be borne by the licensee himself and documentary proof for deposition of these taxes shall be submitted to RTDC on monthly basis.
- 3.13.9. All regulatory clearances to setting up and operate of said Marriage Garden shall be the responsibility of Licensee.
- 3.13.10. The licensee will place signboards, signage's, list of services offered at his own cost only after due approval of the RTDC.
- 3.13.11. The Licensee shall install sufficient number of CCTV cameras to cover the entire Marriage Garden including entry/ exit points and keep the recording safe for at least 30 days.
- 3.13.12. The licensee may be allowed to make changes in the permanent structures, or part thereof earmarked for said Marriage Garden provided there is no damage caused to the hotel building and subject to approval of the RTDC in writing.
- 3.13.13. The RTDC will not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.
- 3.13.14. The Licensee shall at his own cost maintain the licensed area in a proper state of cleanliness and abide by such directions as may be given by the concerned officer of RTDC or their representative and such other departments as may be entrusted by the rules and regulation with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene.
- 3.13.15. The Licensee, his agents and servants shall not abuse the water source and drainage facilities in the licensed area so as to create a nuisance or in sanitary situation prejudicial to public health.
- 3.13.16. The Licensee shall employ only trained staff having good character and behaviour.
- 3.13.17. The Licensee would be required to install adequate number (as may be decided by RTDC) of minimum a 2.5 Kg CO2 fire extinguisher in the licensed area at his cost before commencement of business.
- 3.13.18. The Licensee shall not store or bring or goods of combustible or inflammable nature unless required for executing the license in the licensed area.
- 3.13.19. The Licensee hereby agrees to provide necessary training to the employees posted in the licensed area for handling fire extinguisher as provided in the licensed premises.
- 3.13.20. The Licensee cannot sublet the licensed area for any purpose otherwise the RTDC shall immediately terminate agreement.
- 3.13.21. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by RTDC.
- 3.13.22. The official of the RTDC shall at all times have the absolute rights of entry into the said space upon reasonable notice.
- 3.13.23. The licensee shall use the premises for the purpose for which the space is allotted, and for no other purpose, whatsoever.
- 3.13.24. The licensee shall not use any plastic/ other items which are banned.
- 3.13.25. Combustible material should not be stored under/ close to the electric switch board/distribution board/ metals and approach to electrical board should be kept clear.
- 3.13.26. Telephone numbers of fire control/ room shall be displayed.
- 3.13.27. Storing of liquid fuel of any type is strictly prohibited.
- 3.13.28. Licensee shall follow strictly all Guidelines of state Government for any pandemic diseases.

- 3.13.29. Timing of the said Marriage Garden will be as per prevailing rules of State Government/ District authority. The successful bidder will adhere to the timings strictly and will not operate beyond the above timings. In case of violation of the time schedule as decided which leads to an action by the RTDC shall have the right to disconnect all facilities including electricity, water etc. immediately and even terminate the agreement and forfeit security deposit.
- 3.13.30. The licensee will obtain comprehensive Insurance Policy of the licensed area against all risks for a specified amount to cover damages, if any, occurred due to fire, any other reason or due to negligence on their part. It shall be the responsibility of licensee to ensure that the Insurance policy remains effective without any break during the period of License. The licensee shall also obtain suitable comprehensive insurance policy including but not limited to personal liability insurance, fire insurance, natural calamities insurance for its employees /visitors/ customers and keep it alive during the term of license. The RTDC will not be responsible for any loss /damage/ claim(s) arising out of the operation by the licensee. Damages / loss to the RTDC property will be recovered by RTDC at the value as assessed by the department.
- 3.13.31. The proposed licensed area for said Marriage Garden shall be handed over on as is where is basis after proper hand over and take over by authorized persons from both sides. All interior/maintenance work will be carried out by the successful bidder at their own cost with prior permission and after getting the plan approved by the RTDC.
- 3.13.32. The licensee should follow and comply the applicable industry norms on the selected type of use of Marriage Garden.
- 3.13.33. The licensee shall ensure that all customer/visitors/clients and other suppliers will park the vehicles in the notified parking area only. The above shall adhere to the rules and regulations of the RTDC and security inside the premises.
- 3.13.34. The licensee will be responsible for any damages occurred to the Hotel premises caused due to negligence by any visitors/ clients/ suppliers of the proposed Marriage Garden and the amount shall be paid immediately by the licensee.
- 3.13.35. The licensee shall comply with all prevailing local, state, central taxes including GST and other taxes, permit fees, duties, labour laws, municipal laws and statutory requirements of central / state government. In case of non-adherence of any laws/regulations/taxes of the statutory bodies, the licensee shall be fully responsible for the consequences arising out of non-compliance by the licensee. The RTDC in no way will be responsible for the same.
- 3.13.36. The licensee shall take all precautions and safety measures for safety and security of the personnel and the department will not in any case be responsible for any disability/injury i.e. permanent or temporary disablement caused to any staff during discharge of duties. The licensee shall comply with all Acts/laws and other statutory regulations applicable or may become applicable from time to time in the state of Rajasthan with regard to the licensee and discharge of the contract. The licensee shall be liable for compliance of all acts and RTDC shall have no liability in this regard, whatsoever.
- 3.13.37. The licensee would be responsible for all-legal and administrative procedures and compliances for the day-to-day operations.
- 3.13.38. The licensee shall indemnify RTDC for all the financial losses that it may incur by virtue or any legal default/infringement.
- 3.13.39. Once the Marriage Garden is allotted, there will be no change in the Marriage Garden site, item and area measurement of the Marriage Garden.

- 3.13.40. If the Successful Bidder gets the Marriage Garden construction work done without getting the approval of the map from designated officials of RTDC, then this construction will not be valid and it will be removed at the expenses of the successful bidder.
- 3.13.41. The RTDC will be free to make allotment in any part of the marriage garden to the state undertakings for the sale of brand goods produced by them, for this the Licensee will not have any objection. However, in this case, the Licensee will get the proportionate rebate in the amount of lease rent payable to RTDC towards the respective area taken back from them.
- 3.13.42. The licensee will not have the right to transfer the license completely or partially to anyone else under any circumstances. If found so, the licensee's license will be cancelled.
- 3.13.43. No accommodation or food facility will be provided by the RTDC to the licensee or any of his employees. However, these facilities will be available at RTDC on chargeable basis at prevailing rates.
- 3.13.44. In case of any theft, assault or any accident by the licensee's employees in the unit, it will be the entire responsibility of the Licensee to conduct the investigation process and take court proceedings.
- 3.13.45. If due to any wrong information given by the licensee, the RTDC suffers any kind of loss or the image of the RTDC gets tarnished and the licensee will find responsible for this, then the decision in this regard taken by the Managing Director, RTDC will be final.
- 3.13.46. The bidder firm will have to incur expenditure at their own for laying lawn in the garden located at the back of the unit, making a stage, water-electricity, as per submeter reading and necessary work will have to be done as per the attached map. The assigned site can be seen through the premises unit in-charge at Hotel Dhola Maru, Bikaner and on submission of the bid it will be considered that the assigned site has been seen by the bidder.
- 3.13.47. Out of the advance cheques given by the successful bidder towards the license fee, if any month's advance cheque is returned/ dishonoured by the bank and the monthly license fee is not deposited by the Licensee in the RTDC, then the RTDC will be free to take legal action and the entire process will be stopped. The licensee will be responsible for the damages incurred.
- 3.13.48. The successful bidder will neither do any kind of illegal work at the appointed site e.g. use of chemicals, explosive substances (items), search light or use of loud noise nor allow anyone else to do so. If this is done, then Licensee will be responsible for any kind of legal action.
- 3.13.49. Environmental rules will be followed by the successful Bidder.
- 3.13.50. Front view and sign board of the unit should not get suppressed due to temporary construction at the Licensed space.
- 3.13.51. The appointed site will be inspected and supervised from time to time by the corporation officials and unit in-charge. In case of any disturbance, the corporation will reserve the right to cancel the license of the site.
- 3.13.52. In the interest of the corporation, the proposed licensed site of Hotel Dhola Maru, Bikaner premises can be changed at any time and the drawing marked area can be reduced, the objection in this regard by the Licensee will not be accepted by the corporation.
- 3.13.53. Licensee will not cause inconvenience or create obstacle in transportation and parking facilities for the tourist of RTDC's hotel.

3.13.54. If the licensee has operated any property of the corporation, then information about the same will have to be submitted.

4. Rights and Obligations of the Licensee

- 4.1. The Licensee's rights and obligations shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- a. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities;
 - b. to operate and maintain the Licensed Area at all times in conformity with this License Agreement;
 - c. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the Hotel Dhola Maru as a result of his activities or any of its agents, contractors, etc.;
 - d. to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per applicable laws and applicable permits;
 - e. to duly supervise, monitor and control the activities of Marriage Garden.
 - f. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
 - g. not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
 - h. The Licensee shall ensure that the area inside space & surrounding it shall remain always clean to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Hotel Dhola Maru's guests or RTDC's activities;
 - i. at all times, to afford access to the Licensed Space to the authorised representatives of RTDC, other persons duly authorised by the Government or any Authority having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;
 - j. to comply with the divestment requirements and hand over the Licensed space to RTDC upon Termination of the Agreement;
 - k. to ensure that no foul/ unpleasant smell shall spread out from the space of the Licensee.
- 4.2. To ensure that its equipment/ materials does not interfere with the function of RTDC's equipment installed at the Hotel Dhola Maru. The Licensee is advised to obtain prior written consent from RTDC for installing such equipment. However, RTDC reserves the right to refuse installation of the equipment or to direct the Licensee for removal of the equipment even after the installation if it is of the opinion that the Licensees equipment shall interfere with the Hotel Dhola Maru's installations.
- 4.3. The Licensee shall be solely and primarily responsible to RTDC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Licensee.
- 4.4. Responsibility of garbage disposal and cleaning of licensed spaces shall be with Licensee & the Licensee shall ensure that the area inside licensed space & surroundings to it shall remain always clean. The disposal of the garbage / waste is to be done by the Licensee at the

nominated dumping yard of RTDC at his own cost.

- 4.5. Licensee will also issue the Identity cards to the employees/ staff at their own expenses, which will be signed by the Licenses and the unit in-charge. Licensee shall keep complete details of the their employees/ staff at the Licensed space and shall also get verified the same from the local police station.

5. Electricity & Water Provisioning

- 5.1. If technically feasible, RTDC may provide power connection with sub metering arrangements to the selected bidder. All the charges for electrical installation and tariff shall be as decided by RTDC and shall be borne by the licensee.
- 5.2. Licensee shall maintain all the existing fittings and cables at licensed space during the license period and hand over the same in good working condition as taken over originally from RTDC. The Licensee shall arrange any additional lighting arrangements as required, if any after approval from RTDC.
- 5.3. Adequate firefighting arrangements inside the licensed premises shall have to be made by the Licensee on his own, all the time during development work as well as during the total currency of license period. RTDC representative (Fire/Electrical) shall visit the licensed area for ensuring the safety measures at any time and at least twice in a year.
- 5.4. The Licensee Agency voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated provision of electricity.
- 5.5. RTDC shall present the bill against electricity consumption on actual usage basis, as per the applicable tariff & norms, to the Licensee. Electricity consumption charges shall be payable by the Licensee to RTDC within ten days of issue of bill by RTDC.
- 5.6. Only non-drinkable water supply is available at Hotel Dhola Maru through water tankers at the proposed licensed space, the same shall be used by the Licensee on payment of the applicable monthly charges.

6. Hand Over of Licensed Space to RTDC

- 6.1. The licensed space handed over to the Licensee under this agreement will be kept in good condition and maintained properly by the Licensee at its own cost. The Licensee shall handover physical possession of the vacant licensed space at the end of the term of the Agreement in the original condition, after removing all movable fixtures to RTDC without wear and tear and except acts of God and nature. If the space is not handed over in good condition at the end of contract or on termination of the contract, RTDC reserves the right to seek exemplary damages and compensation.
- 6.2. No License / sub-license/ tenancy/ sub-tenancy is being created by RTDC in favour of Licensee under or in pursuance of the License Agreement as a result of this bid document and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
- a. That the Licensee shall not have or claim any interest in the said space as a Licensee / tenant / sub-tenant or otherwise;
 - b. That no right as a tenant/ sub-tenant or otherwise is purported/ intended to be created or transferred by RTDC in favour of Licensee in or in respect of the said space, except to carry out their activities over the granted space under this License Agreement; and

- c. That the rights, which Licensee shall have in relation to the said space, are only those set out in this agreement.
 - d. The relationship between RTDC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between RTDC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee / sub-Licensee at the said space.
- 6.3. That if the Licensee fails to vacate the property within a grace period of 15 days of termination / expiry of the agreement, the Licensee shall be deemed to be an unauthorized occupant in the said space and its performance security deposit shall be forfeited. Besides this, RTDC will take over the said retail space in its possession and may take further appropriate legal action at its discretion.
- 6.4. The working site is required to be cleared off all the material and debris before leaving the site after expiry/ termination of contract. Repair to damages like concreting, plaster and paint work to RTDC assets shall be done by the Licensee after removal of fixtures.
- 6.5. The refundable security deposit and the advance License Fee (refundable, if any) shall be refunded after getting the No Dues Certificate, from Hotel Dhola Maru regarding proper handover of the vacant space.

7. Rent-Free Grace Period/Moratorium Period

- 7.1. For carrying out furnishing, fabrication & installation works to make the License Space usable for commercial/retail purpose, Licensee shall be permitted for License fee free grace period of 60 days commencing from the date of signing of Agreement. (referred as "**License Fee Free Grace Period**" OR "**Moratorium Period**").
- 7.2. Applicability of License fee and other recurring charges (if any) shall be after completion of License fee Free Grace Period/ Moratorium Period only subject to payment of first quarterly Instalment of License Fee by Licensee to RTDC before signing of Agreement for 1st quarter after completion of License fee Free Grace Period. However, the Licensee shall be liable to pay all the utility bills for License space at actuals during the Moratorium period for the utility services provided by RTDC or any other respective agency.
- 7.3. There shall be no relaxation in chargeability of License fee and other recurring expenses (if any) after expiry of License fee Free Grace Period/ Moratorium Period, even if more time is required by Licensee to complete the furnishing, fabrication and installation works.
- 7.4. In case Licensee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of License fee Free Grace Period/ Moratorium Period, then also chargeability of License fee and other recurring expenses shall be after expiry of License fee Grace Period only.

8. Other Terms & Conditions

- 8.1. The GCC (General Conditions of Contract) of RTDC are part to this bid document Process and are applicable as a whole on this bid document process & the pursuant contract agreement. However, wherever the provisions contained in this bid document are in conflict with the GCC, the provisions contained in the bid document shall prevail. Bidders are advised to carefully read the GCC.

- 8.2. The Licensee will ensure safety and security at the space licensed. RTDC in any case will not take any responsibility. However, in the event of any theft or loss of any nature, the Licensee will indemnify and keep indemnified RTDC for any losses on this account.
- 8.3. The Licensee shall use the space marked, only for the purpose indicated in this Agreement and for no other purpose whatsoever. Any change in usage may be permitted only on approval of the competent authority of the RTDC. The RTDC reserves the right to penalize the Licensee upto Rs.5,000 for every occasion, where there has been misuse of the space.
- 8.4. Licensee cannot sub license the space to anyone.
- 8.5. No permanent interests or lien of whatever nature is allowed to be created on the Licensed space.
- 8.6. This License contract does not entitle Licensee or its representatives to have any free access to the hotel.
- 8.7. A fine up to of Rs.5,000 per occasion can be imposed by RTDC on the Licensee on the following offences as and when found to be committed by the Licensee/ sub-Licensee or any of its staff:

a.	found in drunken condition/indulging in bad conduct
b.	Found creating nuisance on duty.
c.	Improper maintenance & defacement of the Hotel Dhola Maru Property.
d.	Misbehaviour with staff and tourists of RTDC by any staff of Licensee.
e.	Not following safety and security norms as may be indicated by authorized representative of RTDC.
f.	Involved in activities which are not as per the terms and conditions of this bid document.
g.	Non maintenance of cleanliness & non removal of garbage and littering of garbage in and around the licensed area.

- 8.8. All taxes including GST & all other statutory dues, where applicable on the activities being carried out at the licensed space by the Licensee shall be borne solely by the Licensee without any contest. However, tax related to property shall be borne by RTDC. The selected bidder indemnifies RTDC from any claims that may arise from the statutory authorities in connection with this License.
- 8.9. The selected bidder will not ask for any claim or compensation from RTDC if the activities of the Licensee are not permitted due to Court Order / local laws / civil authorities.
- 8.10. Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of RTDC's electrical inspectors/ authorized representative shall be complied with by the Licensee at its own cost.
- 8.11. The Licensee shall indemnify RTDC from / against any claims made or damages suffered by RTDC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which space are located.
- 8.12. The Licensee will ensure safety and security of its material at the licensed space. RTDC in any case will not take any responsibility.
- 8.13. The Licensee shall ensure that personnel (including outsourced Licensee staff, if any)

- deployed in connection with business of the Licensee shall behave decently and courteously on RTDC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- 8.14. The Licensee shall protect, defend, hold RTDC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Licensee or his nominee in the discharge of the obligations under the License.
- 8.15. The Licensee shall ensure that it does not in any way impinge on the safety and security of hotel operations, tourists safety, guest's convenience, safety of hotel properties and its assets.
- 8.16. The Licensee shall nominate qualified and experienced Manager(s)/ Supervisor(s) whose scope of services shall be as follows:
- To interact with nodal RTDC representative to bring clarity in understanding of space, to coordinate and implement decisions taken.
 - Supervise the operations in the said space / equipment.
 - Adhere to the quality standards as applicable to the said installations.
 - To be responsible for cleanliness and hygiene in the said Space and to ensure that the business is conducted in clean, proper and efficient manner.
 - To ensure that fire detection and suppression measures were installed inside his space and kept in good working condition.
- 8.17. All development activities are to be done with extra precautions and under the supervision of its responsible executive and advance intimation to RTDC's nodal officer (s).
- 8.18. RTDC shall not be responsible in any way for loss or damage by any means caused to the Licensee's Licensed space or goods.
- 8.19. The Licensee shall keep in mind all applicable rules and regulations and instructions issued from time to time while occupying the Licensed Space. RTDC will be free to take action against the Licensee for violating the same.
- 8.20. The Licensee shall ensure that proper care is taken under skilled supervision during development/ maintenance of Licensed space so that no damage is caused to RTDC assets or space.
- 8.21. The licensed space area will be handed over by RTDC on "as is where is" basis. That the Licensee will have to make temporary structure as per requirements. The Licensee shall install its own fixtures and equipment in the said space after duly obtaining all necessary approvals from RTDC, permissions and licenses from statutory bodies/ other authorities, wherever required, at its own cost and expense.
- 8.22. Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 8.23. In case of any damage to RTDC property during development work, for actual costs whatsoever for restoration to its original position will be recovered from Performance Security deposit of the Licensee and same will not be challenged by Licensee in whatever manner.
- 8.24. Any damage to RTDC assets during execution and operation of this contract shall be the responsibility of the Licensee and shall be rectified by the Licensee at its own cost on top priority with intimation to RTDC. Failure to rectify the same immediately without unreasonable delay may attract penalty to Licensee at 10 times of the maintenance cost or

more as assessed by RTDC as per site condition.

- 8.25. If the activities by Licensee during execution and maintenance of this contract cause any harm or accident to public and tourists of Hotel Dhola Maru, it will be the sole liability of the Licensee. The Licensee shall indemnify RTDC from / against any claims in such incidence.
- 8.26. RTDC Employees and / or personnel authorised by its Electrical Inspector/ authorized personnel will have unfettered access to the Licensed space for inspection / checking of electrical safety, fire detection and suppression measures etc. The instructions issued by the RTDC's electrical inspector/ authorised personnel shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the authorised personnel of RTDC will be borne solely by the Licensee.
- 8.27. That the overall control and ownership of the licensed space shall at all times remain vested with RTDC who will have the right to inspect space as and when considered necessary upon reasonable notice, with respect to its bona-fide use and in connection with fulfilment of the other terms and conditions of the License agreement. If any fixture or utility relating to operation of Hotel Dhola Maru is running through the area Licensed, proper precautions as advised by RTDC will be taken by Licensee. The loss due to obstruction so caused on the business of the Licensee will not be borne by RTDC.
- 8.28. The Licensee will strictly not encroach upon common areas / circulating areas or any other space and restrict his operation to within the area Licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/ compensation at the rates decided by RTDC will be imposed by RTDC. However, after repeated incidents of such occasion RTDC reserves the right to terminate the License and forfeit the performance security deposit, at its discretion after giving adequate notice to the licensee in this respect.
- 8.29. Licensee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment around hotel corridor and enhance RTDC's image. Any physical damage or injury to the tourists/ commuters or guests by due to lapses on the part of the Licensee will be the sole responsibility of the Licensee only and RTDC will have no legal obligations or liability towards the injured.
- 8.30. That the Licensee shall bear the cost of day-to-day repairs and maintenance at the Licensed space.
- 8.31. The said space, which have been licensed out to the Licensee under this agreement shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over back in good condition as required under this agreement, RTDC reserves the right to seek exemplary damages and indemnification.
- 8.32. The Licensee will be allowed to carry out only temporary structural works within the demarcated space. The Licensee is supposed to take prior written approval from RTDC through a written notice prior to commencement of any structural works and if necessary RTDC reserves the right to ask for and review the renovation plan/drawings before providing consent.
- 8.33. The Licensee will be responsible for the costs of removing debris from the space and will be responsible for all damage to the common areas of the hotel during the process of construction. Any special cleaning or drain clearance necessary as a result of the construction works and any other costs incurred by RTDC including any extra security costs, which are caused by, or in connection with, the works will also be to the Licensee's account. The occupant will have to bear the cost of the damage plus service charges. However, before incurring any such costs the occupants will be briefed on the requirements by RTDC.

- 8.34. Licensee shall not have any claim for compensation or damages, in case of delay in handing over licensed space.
- 8.35. The Licensee shall be allowed to put signage/advertisement as per following:
- a) The Licensee shall be allowed to display name of shop and to display (visible from outside the space) the product which are available in the said Marriage Garden. However, no display/advertisement of other goods/services shall be allowed.
 - b) The Licensee shall follow the law of land regarding advertising and display of signage boards and shall strictly comply with provisions regarding, including but not limited to, national emblem and symbols, flag code, decent representation of women, public morality, communal harmony etc.
 - c) Sign board can be installed in the main part of the designated place only with the approval of the competent authority of the RTDC. The said board cannot be installed at any other place.
 - d) Nagar Nigam charges and other levies will be beard by the successful bidder.
- 8.36. The successful Bidder shall execute agreement on non-judicial stamp paper of requisite value within 10 working days from the issue of LoA/ work order as per the terms & conditions of Bid. In the event of failure to execute the agreement, the performance security or bid security as the case may be stand forfeited apart from cancellation of work order besides debarring the bidder.
- 8.37. After execution of the agreement, licensee should complete the process of registration of license agreement in the sub-registrar office. The cost of Stamp Duty for execution of License Agreement and any other related Legal Documentation charges / incidental charges for this contract shall be borne by the successful bidder only. If licensee fails to get the license agreement registered as per prevailing laws, he will be liable to face any action or imposition of penalty by the govt. authorities, if any.
- 8.38. No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
- 8.39. Any change in the Constitution of the Firm/Company shall be notified forthwith by the Licensee in writing to the Executive Director, RTDC Ltd. and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners shall be accepted in the Firm/Company by the contractor in respect of the contract unless he/she/ they agree to abide by all its terms and conditions and submit to the Executive Director, RTDC Ltd., Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001 a written agreement to this effect. The Licensee receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.
- 8.40. In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench only)
- 8.41. Bidders are advised to study the bid document carefully. Submission of the bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and conditions in the bid document with full understanding of its implications. Bids not complying with all the given clauses in this bid document are liable to be rejected.
- 8.42. All pages of the bid documents being submitted must be signed & stamped and sequentially

numbered by the bidder irrespective of the nature of content of the documents. Unsigned and unstamped bid shall not be accepted.

- 8.43. The offers submitted by telegram / fax / e-mail shall not be considered. No correspondence will be entertained on this matter.
- 8.44. Conditional bid shall not be accepted on any ground and shall be rejected straightway.
- 8.45. No deviation from the bid specification and terms and conditions will be accepted.
- 8.46. Any bid received after the prescribed deadline for submission of bids will be summarily rejected.
- 8.47. Bidder must not be prohibited by any regulatory authority in offering such services and also should not have been blacklisted / debarred by any PSU, Central or State Government Undertaking in the past 5 years. A self-declaration in this regard to be submitted by all bidders.
- 8.48. The bidder will have to attach a certificate that there is no overdue outstanding amount of the corporation and if found, the deposit will be forfeited by cancelling the bid and the corporation will be free to give the Marriage Garden to other bidders.

9. Statutory Obligations / Indemnity and Insurance

- 9.1. The Licensee shall indemnify RTDC from / against any claims made or damages suffered by RTDC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which space are located.
- 9.2. The Licensee hereby undertakes to indemnify and hold RTDC harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.
- 9.3. The Corporation will not be responsible for any accident involving any personnel of the Licensee while on work. The Licensee itself would be responsible for such accident and also for any kind of compensation to any worker / employee for such accident. The Licensee is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- 9.4. The Corporation will not be responsible for any accident / theft etc. involving any asset of the Licensee. The Licensee itself would be responsible for such incident. The Licensee is advised to have its assets insured under suitable Insurance Schemes at its own cost.
- 9.5. The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said space, including death or injury caused by the sole negligence of the Licensee or Licensee's failure to perform its obligations under the agreement.
- 9.6. Upon RTDC's request, the Licensee shall submit to RTDC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e., avoiding the insurance cover or otherwise, the Licensee agrees and undertakes to indemnify and hold RTDC harmless against any and all liabilities, losses, damages, claims, expenses suffered by RTDC as a result of such default by the Licensee.
- 9.7. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. The Licensee shall also familiarize itself and its staff and also comply with all provisions under statutory acts as amended from time to time as well as the rules framed there under and also to instructions

issued from time to time from the office of RTDC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of performance security deposit and other payments.

- 9.8. Any type of statutory taxes applicable under this bidding process (either in force at present or may be applicable in future by a competent order / notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RTDC is put to any loss / obligation, monetary or otherwise, the RTDC will deduct the same from the Security Deposit of the selected bidder to the extent of the loss or obligation in monetary terms and Licensee shall reimburse the security deposit to that extent within 30 days of such debit by RTDC.
- 9.9. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with the Marriage Garden business of Licensee shall be vested in the Licensee. The successful bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty are imposed on RTDC due to non-availability of any such approval(s), the same shall be recovered from the security deposit of the Licensee and Licensee shall reimburse the security deposit to that extent within 30 days of such debit by RTDC.
- 9.10. The Licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify RTDC for any loss and damages suffered due to violation of its provision.
- 9.11. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said space. Licensee hereby indemnifies RTDC against any liability arising in connection with the employment of its personnel in the said space by Licensor. However, all taxes in relation to ownership of the licensed space shall be paid by RTDC.
- 9.12. The Licensee shall indemnify RTDC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or RTDC employees or anyone or loss to RTDC property during the currency of License agreement.

10. Prohibited Activity List

SN	Prohibited activities on Licensed Space
1.	Any activity/ Services which is unlawful/ illegal or deemed or restricted under any Indian act or legislation
2.	Any other activity / service as notified by RTDC in the public interest or due to security/ safety reasons.

11. Payment Terms of the License

- 11.1. The successful bidder shall pay the quarterly License Fee to RTDC, for first year at the rate accepted by RTDC, in advance to each quarter.
- 11.2. The rate of annual increment of License Fees shall be @10% per annum on annual

compounding basis. Therefore, quarterly license Fee for subsequent years shall be payable by the successful bidder on the compounding rates accordingly.

- 11.3. The license Fee shall be chargeable after a grace period of 60 days from the date of signing of Agreement, even if more time is required by the Licensee to complete creating infrastructure for Marriage Garden business activities or even if the Licensee has started business within 60 days.
- 11.4. The License Fee for the first quarter shall be paid before the signing of Agreement.
- 11.5. From the next quarter, the payment of License Fee including all other recurring charges shall be made in advance, to RTDC, for each quarter, latest by 25th of the month proceeding the quarter without waiting for formal invoice from RTDC. Accordingly, The Licensee shall deposit advance cheques for amount of applicable License fees (including applicable GST) for full tenure of License after considering the deduction of applicable TDS amount with RTDC. RTDC will present the cheques in the bank on the applicable due dates.
- 11.6. The liability of maintenance & cleaning of commercial area of RTDC outside the licensed space of the Licensee shall remain with RTDC & inside the licensed space & in front of the licensed space maintenance & cleaning will be liability of the Licensee.
- 11.7. In case of any dedicated water supply point is required, the same can be arranged on one time installation charges and on payment of monthly uses charges. This will be over & above the payable license Fee. These charges shall be applicable from the date of providing such facility. Water consumption charges may be revised any time at the sole discretion of RTDC.
- 11.8. If the advance cheque of any quarter submitted by the Licensee are returned/ dishonoured by the bank and the license fee along with applicable interest is not deposited by the Licensee in the RTDC's Bank account, then the RTDC is free to take any legal action against the Licensee. The successful bidder will be responsible for the damages and expenses that may be incurred in this regard.
- 11.9. In case of delay in payment of License Fee and other charges, interest @1% per month will be calculated on the outstanding amount for delay up to 15 days and @2% per month for entire period in case of delay of more than 15 days. The interest will be calculated for number of days of delay as per applicable monthly interest rate.
- 11.10. Any delay in payment beyond 15 days of due date as mentioned in clause of this document shall be considered as a default and such third default may result in termination of this License agreement at the discretion of RTDC as per procedure in clauses of this bid document.
- 11.11. In addition to License Fee etc., Licensee is liable to pay necessary GST and all other Central & State Government taxes as applicable from time to time.
- 11.12. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the RTDC. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the RTDC, if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.
- 11.13. In case payment is not made by due date, a seven (07) days' notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest.

- 11.14. In a case where payment of dues is not made in response to the reminder notice, a termination notice shall be served to the Licensee within 30 days from the date of issue of reminder notice as per procedure in clause of this bid document.
- 11.15. In no case payments shall be allowed to remain outstanding for a maximum period of two months. If any stage, the dues remain outstanding for the period of more than three months, the License agreement shall be terminated as per procedure in clause of this bid document.
- 11.16. Any representation or any request by the Licensee shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 7 working days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated. The procedure for issuance termination notice and termination there after shall be as per clause of this bid document.
- 11.17. After issuing seven days reminder notice to clear outstanding dues, RTDC reserves the right to take suitable action against the Licensee which includes stoppage of electric supply to the licensed Space and also to stop business activities temporarily by sealing the said Marriage Garden for which Fee has become outstanding. After issuing of termination notice and completion of notice period, if the license Fee still remains outstanding, the license agreement shall be terminated by the RTDC at its discretion and electric supply and business activities will be stopped permanently and Licensee will not be permitted to use that space for any purpose.
- 11.18. The Licensee shall vacate the Licensed space by taking away all his articles and hand over the Licensed space to authorised officer of RTDC before last date of termination notice otherwise RTDC shall have the right to seize these materials. Unauthorized occupancy charges (may be prescribed by RTDC from time to time) will be levied after 7 days Grace Period from the date of termination.
- 11.19. In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder subject to the right of arbitration.
- 11.20. All legal proceedings are subject to jurisdiction at Jaipur (Rajasthan) only.
- 11.21. If any amount is due from the licensee or is found to be recoverable, then the corporation have the right to recover the amount and take action to recover the due amount under "The Rajasthan Public Demand Recovery Act, 1952" (as amended from time to time). Objection of any kind of licensee in this regard will not be accepted.

12. Suspension of License

- 12.1. If, for any reason whatsoever, the License is temporarily suspended by the RTDC for any reason whatsoever, the Corporation will convey temporary suspension of the License in writing to the Licensee for which period, the Licensee shall fully or partially stop its activities as advised by the Corporation and proportionate rebate in license Fee for the suspension period will be provided by RTDC.
- 12.2. Due to the period under suspension if the time schedule gets extended, the License period shall consequently be treated as extended up to the duration of suspension or otherwise as deemed fit by RTDC under the terms and conditions as laid out in this bid document.
- 12.3. If the License is suspended by RTDC for a period of more than 3 months, the Licensee shall have the right to terminate the contract by providing a termination notice of 07 days without any obligation on both sides except payment of Licensee's dues if any.

13. Breach of Contract / License Agreement

- 13.1. The Licensee shall abide by the terms and conditions of this bid document and the consequent License Agreement. RTDC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Licensee, and may additionally impose justifiable penalty upon the Licensee, which shall not necessarily be limited to the amount of Security Deposit. RTDC shall also have the right to rescind or terminate the Contract / License Agreement (in full or part) in the event of such breach.
- 13.2. Any notice required to be served on the Licensee under this agreement shall be deemed to be served if delivered at the Licensee's address or sent by Registered post /speed post to the Licensee. Similarly, any notice to be given to RTDC under this agreement shall be deemed to have been served if delivered at or sent by Registered post to RTDC. The period of notice given under this Agreement will be counted from the date of delivery at address (as per receipt of notice by either side) or from date of dispatch in case of delivery by registered post, whichever is earlier.
- 13.3. In case of breach of contract by successful bidder, RTDC may terminate the contract as per procedure in clause of this bid document.

14. Confidentiality

The Bidder shall keep all information related to RTDC Ltd. confidential & shall not share with any other person, office/ organization etc in whatever way (Verbally, in writing, physically or electronically or otherwise). In case the bidder fails to maintain confidentiality of information related to the RTDC Ltd., Bidder shall be liable to strict legal action as per law besides is contract being terminated and any other action as per RTTP Act and Rules.

15. Dividing services among more than one Bidder at the time of award

As a general rule, all the services of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the services 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 services or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the services 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 lowest Bidder, whose Bid is accepted.

16. Correction of Arithmetical Errors

- 16.1. Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
- a) 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;
 - b) 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
 - c) 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.

- 16.2. 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.

17. Liquidated Damages

- 17.1. If the Selected Bidder 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.
- 17.2. The successful bidder shall pay damages to RTDC, of an amount of Rs.1,000/- per day for each day of delay beyond the scheduled or extended period, if any. If the successful bidder is not able to start to provide the 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.
- 17.3. MD, RTDC in its sole discretion, may waive liquidated damages.

18. Force Majeure

- 18.1. 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.
- 18.2. 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.
- 18.3. 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 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.
- 18.4. 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.
- 18.5. Upon the occurrence of any Force Majeure event, the following shall apply:
- a) 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.
 - b) RTDC shall not be liable to pay Fees to Selected Bidder for the period for which the Force Majeure events persist.
- 18.6. 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.

- 18.7. 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.
- 18.8. In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders as per discretion of the management of RTDC.

19. Dispute Resolution

- 19.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation.
- 19.2. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by the Managing Director, RTDC Limited and decision of the Managing Director, RTDC Ltd, Jaipur shall be final and binding upon the parties concerned.

20. Termination of License Agreement

- 20.1. RTDC reserves the right to terminate the Agreement by giving 3 (three) months advance notice in writing to the Licensee, without assigning any reason thereof. During the notice period Licensee will continue to do its business or provide services. On the termination of the license agreement, the Licensee shall pay License Fee to the RTDC for the notice period. In this instance, the advance performance security deposit and advance License Fee deposited with RTDC shall be refunded after adjusting the dues, if any.
- 20.2. The Licensee shall have the right to terminate the Agreement during the term by giving 3 (Three) months advance notice in writing of his intentions after the initial lock-in period of 1 year. In such cases, the advance performance security deposit shall be refunded after payment of the License Fee dues, if any, as per clause 20.7.
- 20.3. In case, the Licensee wants to give notice for termination of the License agreement within initial lock-in period of 1 (One) year, the Licensee shall give at least 6 (six) months advance notice to RTDC before completion of defined lock-in period and will continue to pay License Fees of the balance duration of notice period. In such case, the performance security deposit shall be refunded after payment of the License Fee dues, if any, as per clause 20.7. On expiry of the said notice period, the agreement shall automatically stand terminated.
- 20.4. In case, the termination notice is not given by Licensee as above, the advance performance security deposit and advance charges/ License Fees paid will stand forfeited in favour of RTDC, after adjustment of outstanding dues, if any, payable to RTDC.
- 20.5. If the Licensee is desirous of terminating the License after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 3 months, the agreement shall deem to be terminated on completion of such improper intimation period. In such cases, the performance security deposit shall be refunded to the Licensee after payment of License Fee for period shorter than 3 months (notice period) and outstanding dues, if any, as per clause 20.7.
- 20.6. The License Agreement shall be deemed to be terminated on the date mentioned in

termination / surrender notice, subject to confirmation by RTDC. Only on submission of the "no dues certificate" issued by the authorised representative of the RTDC, will any amounts due, if any, will be paid to the Licensee.

- 20.7. In any of the above case(s), balance outstanding dues, if any, shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else RTDC will seize their infrastructure and use legal means to recover the balance amount. RTDC shall also be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages. The performance security deposit amount will not be adjusted against the license fee of 3 months prior to the expiry of the License period. This performance security deposit amount will be refunded without interest on providing no-objection letter issued by the concerned unit in-charge.
- 20.8. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
- a) Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still doing business or providing services as provided under this Contract.
 - b) Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
 - c) Each party shall not use each other's name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract or even during the contract.
 - d) The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.
 - e) This License shall stand terminated by the effect of efflux of time i.e. 5 (Five) years from the beginning of the License; or after expiry of the extended period, if any; as provided in clause of this bid document.
 - f) This License shall be liable to be terminated in case of breach of terms & conditions and on any other grounds after giving a 30 days termination notice. For the termination notice period to the Licensee shall be under obligation to pay license Fee and any other dues which Licensee is otherwise liable to pay under this bid document. The effect of any termination under this bid document shall be as mentioned in clause and at other places in this bid document. In this case, performance security shall be forfeited by RTDC in entirety.
 - g) In case it is found that the Licensed premises are being used for prohibited blatant practices as mentioned in clauses of this bid document, illegality, any act or omission endangering the security of RTDC/ State/ Public and sovereignty of the state, the RTDC retains the right to terminate the License with immediate effect and performance security shall be forfeited by RTDC in entirety.

Other Annexures

ANNEXURE-II : FORMAT OF FINANCIAL BID**(To Be Submitted online in BOQ as Financial Bid)**

Note: Financial Bid to be submitted in MS excel format separately at e-proc portal only and should not be submitted along with the Technical Bid.

Item Wise BoQ							
Tender Inviting Authority:		Executive Director, Rajasthan Tourism Development Corporation Limited, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001, Rajasthan					
Name of Work:		Bid for Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner					
Name of the Bidder:							
PRICE SCHEDULE							
(DOMESTIC TENDERS - RATES ARE TO BE GIVEN IN RUPEES (INR) ONLY) Exclusive of GST and Other Applicable taxes.							
1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only. 2. The Bidder shall quote the Bid Price (exclusive of GST) for the first year of Contract in the financial bid which should not be lower than the Minimum Reserve License Fees for first year of contract, failing which such bid shall be rejected. 3. The accepted license Fee shall be increased 10% every year on compounding basis for the remaining year of Contract. 4. The Bidder shall pay GST and other applicable taxes, duties, cess etc. to RTDC as per prevailing laws and rules.							
NUMBER	TEXT	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER
Sl.	Particulars	Unit Rate	Minimum Reserve License Fees for First Year of Contract (Exclusive of GST and other applicable taxes) Rs. P.	License Fees Quoted by the Bidder for First Year of Contract (Exclusive of GST and other applicable taxes) Rs. P.	Applicable GST (Presently 18% on Fees) Rs. P.	Total License Fees Quoted by the Bidder for First Year of Contract (Including GST) Rs. P.	Total License Fees Quoted by the Bidder for First Year of Contract (Including GST) in words
1	2	3	4	5	6 = (5*18%)	7 = (5+6)	8
1	Selection of Licensee for Setting up and Operate Marriage Garden at Hotel Dhola Maru Bikaner* for the period of 5 years	Per year	5,40,000.00	0	0	0	

To be submitted at www.eproc.rajabasthan.gov.in only

ANNEXURE – III : FORMAT OF DRAFT LICENSE AGREEMENT

This Agreement is executed on this the day of, 2024 at Jaipur (Rajasthan)

BY AND BETWEEN

Rajasthan Tourism Development Corporation Limited, a Govt. of Rajasthan Undertaking, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Paryatan Bhawan, 3rd Floor, Opposite Vidhayakpuri Police Station, M. I. Road, Jaipur-302001 (Rajasthan) (hereinafter referred to as the **"RTDC" or "Authority" or "LICENSOR"** of the one part, represented by _____ (name of representing officer), Executive Director, RTDC, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns;

And

_____ (Name and address of the selected bidder) represented by _____ (name, designation and address of the representing officer) of the other part, hereinafter referred to as the **"LICENSEE"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a **"Party"** and collectively as the **"Parties"**.

WHEREAS Rajasthan Tourism Development Corporation Limited (**"RTDC"**) decided to procure services from Service Provider **for Setting up and Operate Marriage Garden at Hotel Dhola Maru, Bikaner for the period of 5 years ("Contract Period")** through a private sector service provider to be selected through transparent competitive bidding process [collectively referred as the **"Bid"**];

WHEREAS For this, RTDC had invited bids for selection of a Bidder through single stage two-part competitive transparent bidding process for the work through Bid No. dated.....;

WHEREAS After evaluation of Bids received in response of the Bid, the Authority accepted the bid of the selected Bidder M/s _____ and issued Letter of Award (LoA)/ Work Order vide its letter no. _____ (hereinafter called as the **"LOA" or "Work Order"**) to the Selected Bidder, requiring, inter alia, the Selected Bidder to submit Performance Security within 7 working days of issuance of LOA/ Work Order;

WHEREAS Licensor is entitled in Law to grant License for exclusive rights to utilize the space in pursuant to this Bid to design, develop, operate, manage and maintain the Licensed space in respect of the setting up and operate Marriage Garden at Hotel Dhola Maru, Bikaner for the period of 5 years as per Bid document at Hotel Dhola Maru, Bikaner;

WHEREAS the Licensee is desirous to undertake License for exclusive rights to utilize the space pursuant to this Bid to design, install, operate, manage and maintain the Licensed space in respect of

the setting up and operate Marriage Garden at Hotel Dhola Maru, Bikaner on the terms & conditions mentioned hereunder and as mentioned in the Bid No. and has approached the Licensor for the purpose;

AND WHEREAS the RTDC is agreeable to grant the License;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) Financials bid submitted by the bidder
 - (ii) Performance security submitted by the bidder
 - (iii) The Letter of Acceptance (LOA) issued by the RTDC in favour of the Licensee.
 - (iv) Addendum and/or Corrigendum to the Bid Document if issued by the Corporation.
 - (v) The Bid Documentin its entirety along with all its Annexure, Appendices, etc.

In case of any conflict in the interpretation, the provision of documents shall prevail in the order or their place in the list above.

2. That the License for the said exclusive rights to utilize the space pursuant to this Bid to design, develop, operate, manage and maintain the Licensed space in respect of the setting up and operate Marriage Garden at Hotel Dhola Maru, Bikaner shall be valid for the period of 5 years from the 61st day from the date of signing of Agreement unless terminated earlier as provided in the Bid. The License period may be extended for 2.5 more years on mutual consent basis on same terms & conditions as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013.
3. That the License shall be granted for rights to utilize the space pursuant to this Bid at Hotel Dhola Maru, Bikaner on as is where is basis and commissioned by the Licensee at its own cost after creating infrastructure as per RTDC norms. For carrying out furnishing, development/fabrication & installation works to make the License Space usable for commercial/retail purpose, Licensee shall be permitted for License fee free grace period of 60 days as "**License Fee Free Grace Period**" OR "**Moratorium Period**" commencing from the date of signing of Agreement.
4. That the Licensee shall have exclusive rights to utilize the space pursuant to this Bid to design, develop, operate, manage and maintain the Licensed space in respect of the setting up and operate Marriage Garden at Hotel Dhola Maru, Bikaner, on the terms & conditions mentioned in the License agreement.
5. That the Licensee shall have rights to utilize the space pursuant to this Bid to design, develop, operate, manage and maintain the Licensed space in respect of the setting up and operate Marriage Garden as per details & rates given below:

Open Space	Size of Land (Sq. yard)	Total License Fee# per month (in Rs.) (exclusive of GST and any other applicable taxes)**
License Space located at Hotel Dhola Maru premises, Bikaner	2271 Square yard	Rs. _____

** GST or any other tax etc., shall be payable extra by Licensee, as applicable

License Fee shall be increased 10% every year on compounding basis.

6. That in consideration, Licensee shall pay to the Licensor Quarterly License Fee, latest by 25th of the month preceding the Quarter, a sum as under:

License Year	Rate of quarterly payable License Fee* (In Rs.) (exclusive of GST and any other applicable taxes)	
	In figure	In words
I		
II		
III		
IV		
V		

* GST or other any tax, etc., shall be payable extra by Licensee, as applicable

7. The Licensee has deposited advance cheques for amount of applicable License fees (including applicable GST) for full tenure of License after considering the deduction of applicable TDS amount with RTDC. RTDC will present the cheques in the bank on the applicable due dates.
8. That the License Fee for the first quarter including all other recurring charges has been paid.
9. That the License Fee charges shall be chargeable after a moratorium period of 60 days i.e. from 61st days from the date of signing of Agreement, even if more time is required by the Licensee to complete installation & fabrication activities or even if the Licensee has started business within 60 days.
10. That the Licensee shall make payment of License Fee, etc. by Cheque in favor of "**General Manager, Hotel Dhola Maru**" payable in Bikaner.
11. That in case of default / delay in payment of License Fee, etc. interest at 1% per month will be calculated on the outstanding amount for delay up to 15 days and at 2% per month for entire period in case of delay of more than 15 days. The interest will be calculated for number of days of delay as per applicable monthly interest rate.
12. That any delay in payment beyond 15 days shall be considered as a default and such **third** default may result in termination of this License agreement at the discretion of the Licensor as per procedure given in clause of Bid.
13. That at any stage, the dues remain outstanding for the period of more than two months, the License agreement may be terminated at the discretion of the Licensor as per procedure in clause of this Bid.
14. That the Licensee has paid towards Performance Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque No. _____ Dated _____ in favor of "**Executive Director (Finance), Rajasthan Tourism Development Corporation Limited**" payable in Jaipur.
15. That in the event of the Licensee committing any breach of the terms & conditions of this Bid or License agreement executed in pursuance to this Bid, Licensor shall, without prejudice to other rights and remedies, be entitled to forfeit the Security Deposit or any part thereof. In such an event, the Licensee shall pay in the same manner as stated above such additional sum immediately as they may be called upon by Licensor to pay, so that the Security Deposit shall at all times during the continuance of this agreement, continue to be equal to the previous amount of security. On the expiration or earlier termination of the License, the Licensor shall

- return the Security Deposit, to the Licensee, without interest on providing no-objection letter issued by the concerned unit in-charge.
16. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject License.
 17. That the Licensor shall provide bare space. All other requirements of Licensee shall be fulfilled by the Licensee at its own cost and efforts as pursuant to this Bid with due approval from RTDC;
 18. That the Licensee shall make proper arrangements and be responsible for the safety / security of their equipment. Such measures as security personnel and CCTV cameras etc., shall be arranged by Licensee.
 19. That the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
 20. That it shall be the responsibility of the Licensee at all the times during the currency of the License agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the Licensed space and the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
 21. That the Licensee shall use the designated space only for the bona fide purpose as mentioned in the Bid and recitals in this Agreement, and for no other purpose.
 22. That considering the stipulated provisions on electric safety at Hotel premises, the Licensee shall adhere to Rules and Guidelines for relicence, upkeep and maintenance of electric power.
 23. That the License may be terminated on any of the conditions as mentioned in Bid issued by RTDC, preceding this License Agreement.
 24. That in the event of any failure, negligence or breach, in the opinion of Licensor, on the part of the Licensee in complying with all or any of the conditions of the License agreement, Lesser shall be entitled and be at liberty to terminate the License as per procedure in clause of the Bid and remove the material and equipment/ furniture and fixtures and movables & resume possession of the designated Space without payment of any compensation or damages and also forfeit in full or in part the amount of Security Deposits submitted by the Licensee. Licensor shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Licensee, and may additionally impose justifiable penalty upon the Licensee, which shall not necessarily be limited to the amount of Security Deposits.
 25. Saving Clause:- No suit, prosecution or other legal proceedings shall lie against any officer or employee or any other person acting in the discharge of any function under this Agreement for any loss or damage caused or likely to be caused by any act which is done or intended to be done in good faith and in pursuance of the provision of this Agreement.
 26. That the Licensor and the Licensee further agree that they are bound by the terms and conditions of the Bid Document No. _____ (including any corrigenda and/or addenda thereof.) In case of any conflict between the Bid Document (including any corrigenda and/or addenda thereof) and this Licensee Agreement, the later shall prevail insofar as the spirit of the Bid is not affected thereby.
 27. The Licensee shall be held responsible for any loss to the RTDC caused due to wrong/ false information. All kind of penalties/ interest etc. imposed by any statutory body due to late deposition of taxes/ information, filing of returns will be borne by the Licensee and will be recovered by RTDC from the Licensee.

The Licensee shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

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

For and Behalf of

**Rajasthan Tourism Development
Corporation Limited (Hotel Dhola Maru)**

For and Behalf of

Entity name of Selected Bidder

General Manager/ Authorised Signatory

**Authorised Signatory name, title and
signature**

1) Witness

1) Witness

2) Witness

2) Witness

Note: This agreement should be executed on non-judicial stamped paper of appropriate value in accordance with the applicable law of GoR.

ANNEXURE-IV : Map of Proposed Licensed Space at Hotel Dhola Maru, Bikaner