Rajasthan Tourism Development Corporation Limited (RTDC)

(A Govt. of Rajasthan Undertaking)

IIIrd Floor, Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)

No: RTDC/BID/24-25/4942 Date: 27-03-2025

E-Bid Notice

Rajasthan Tourism Development Corporation Limited (RTDC) invites competitive Bids from the interested firms/agencies for **'Developing and Operating Cafeteria, located at Gandhi Vatika, Central Park, Jaipur, Rajasthan on monthly Fixed Assured Value for a period of 5 years.'**

S. N.	Name of Work	Estimated value of "Contract" for 05 Years (Ex. GST)	Minimum Reserve License Fees for First Year of Contract (Ex. GST)	Bid Security	RISL Processing Fees	Bid Document Fees	Last Date of Submission of BID Applications
1	Invites Bids from the interested firms/ agencies for Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur for the period of 5 years	55 lakh	9 lakh	1,10,000/-	1,500/-	3,540/-	22/04/2025 (upto 4:00 PM)

Detailed Bid Document can be downloaded from www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in. **Last Date of submission of Bid application is** 22/04/2025 **upto 4:00 PM.**

Demand Draft of RISL Processing Fee shall be in favour of **"Managing Director, RISL"** payable at Jaipur and Demand Draft of Bid Document Fee and EMD shall be in favour of **"Executive Director (Finance), RTDC Limited, Jaipur"** payable at Jaipur. Scanned copy of Demand Drafts shall be submitted along with the submission of tender Application by **22/04/2025 upto 4:00 PM.** Original Demand Draft shall be submitted to the office of the **Executive Director, RTDC Limited, Jaipur by** 22/04/2025 **upto 4:30 PM. Bid Application will be opened on** 22/04/2025 **at 5:00 PM.**

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

(Rajesh Singh)
Executive Director
RTDC Limited

No: RTDC/BID/24-25/4942 Date: 27/03/2025

Copy to following for Information & N/a:-

1. P.S. to Secretary Tourism & Chairman RTDC, Jaipur
2. P. S. to Managing Director, RTDC Limited, Jaipur
3. Executive Director (Finance), RTDC Limited, Jaipur
4. Director Technical, RTDC Limited, Jaipur
5. General Manager (Land Bank), RTDC Limited, Jaipur
6. GM (M & P.) for publication in the state-level newspaper.
7. The Computer Programmer RTDC Ltd. Jaipur, to upload this tender on the above referred websites

Signature valid
Digitally signed by Rajesh Singh
Designation: Executive Director
Date: 2025.03.27 16:38:05 IST
Reason: Approved

RajKaj Ref No.: 14444823

CamScanner

BID DOCUMENT

[E-Bid Notice _____ dated ____.2025]

for

Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur

Issued by:

Executive Director
Rajasthan Tourism Development Corporation Ltd.
(Government of Rajasthan Undertaking)

RAJASTHAN TOURISM DEVELOPMENT CORPORATION LIMITED (RTDC)
Office: III[rd] Floor, Paryatan Bhawan, Opposite Vidhayakpuri Police Station, M. I. Road, Jaipur-302001, Rajasthan

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 it's 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

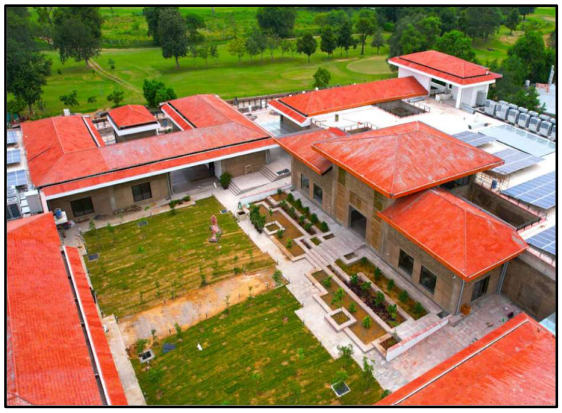
1.1. Background

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 and its Central Reservation Office at 1st Floor, Bikaner House, Pandara Road, New Delhi-110001. The RTDC has an objective of developing tourism and its related infrastructure in the state of Rajasthan.

1.1.2. Executive Director, Rajasthan Tourism Development Corporation Limited (the **"RTDC" or "Procuring Authority" or "Authority" or "Licensor"**) has intended to select reputed and experienced firms/agencies providing similar activities (**"Bidder" or "Licensee")** for **Developing and Operating Cafeteria, located at Gandhi Vatika, Central Park, Jaipur, Rajasthan on monthly Fixed Assured Value** (the "**Contract"** or "**License"**) for the period of 5 years (referred as the **"Project"**) in accordance with the provisions of the Bid document and the Contract Agreement to be signed between the Authority and the Selected Bidder.

Gandhi Vatika in Jaipur Welcomes the Public with a new Immersive Experience of India's Rich Heritage. built in Central Park, aims to provide a unique experience by focusing on enlightening visitors about the life and teaching of Mahatma Gandhi.





The museum is having three floors and designed to blend with the surrounding trees, resembling a Vatika. The project, located on 4,950 sq ft land, includes facilities like a tennis court, indoor games, cafeteria, swimming pool, auditorium, and guest rooms.

RTDC now intends to offer the following space for developing and operating the cafeteria:

Sr. No.	Particular
1	Cafeteria
2	Kitchen

The cafeteria area is equipped with required allied infrastructure and furniture (list enclosed Annexure E) and separate washroom facilities for ladies and gents (Floor Map enclosed Annexure F)

Brief of the Project is given below:

Name of Work	Estimated value of "Contract" for 05 Years (Ex. GST)	Minimum Reserve License Fees for First Year of Contract (Ex. GST)	Bid Security	RISL Processing Fees	Bid Document Fees
Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur **for the period of 5 years**	55 lakh	9 lakh	1,10,000/-	1,500/-	3,540/-

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 Licensee is required to pay the Fixed Assured Value on monthly basis.
c) The Fixed Assured Value will be escalated by 10% on compounding basis.

1.1.5. Selected Bidder shall be required to perform the work and provide the deliverables as per the provisions of the Bid document.

1.1.6. 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.

1.1.7. 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.

1.1.8. 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 Bid document**	**Upto:** 22-04-2025, 04:00 PM
3	**Information and Site visit of Property**	May be sought through phone or by visiting office hrs. at Gandhi Vatika, Central Park, Jaipur Contact Details: **General Manager, Land Bank** Rajasthan Tourism Development Corporation Limited (RTDC) IIIrd Floor, Paryatan Bhawan, M. I. Road, Jaipur-302001 **Phone:** 96642-58271 **E-mail:** lb.rtdc@rajasthan.gov.in.
4	**Mode of Submission of Bid**	Online at e-Proc website (www.eproc.rajasthan.gov.in)
5	**Start Date of Online Submission of Bid**	**From:** 17-04-2025, 10:00 PM
6	**Last Date of Online Submission of Bid (Bid Due Date)**	**Upto:** 22-04-2025, 04:00 PM
7	**Submission of Original Demand Draft for RISL Processing Fee, Bid Document Fee & Bid Security**	**Upto:** 22-04-2025, 04:30 PM **Venue:** At the office of Executive Director, RTDC, IIIrd Floor, Paryatan Bhawan, M. I. Road, Jaipur-302001

S. N.	Event Description	Date
8	**Date, Time and Venue of Technical Bid Opening**	**Upto:** 22-04-2025, 05:00 PM **Venue:** At the office of Executive Director, RTDC, IIIrd Floor, Paryatan Bhawan, M. I. Road, Jaipur-302001
9	**Date, Time and Venue of Financial Bid Opening**	Shall be intimated to the Technically Qualified Bidders at appropriate time
10	**Issue of Letter of Award (LOA) / Work Order to Selected Bidder**	Shall be intimated to the selected Bidder at appropriate time
11	**Submission of Performance security to RTDC by the Selected Bidder**	Within 7 working days of issuance of LOA/ Work Order
12	**Signing of Contract Agreement**	Within 10 working days of issuance of LOA/ Work Order
13	**Duration of Contract**	Five (5) years, extendable for further period 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. 50.00 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 catering, hotels, restaurants, and cafes.	• 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.
(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.

S. N.	Particulars	Documents Required
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 catering, hotels, restaurants, and cafes.	• 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 Clause5 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, Bid Document 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. 1,500/-	Demand Draft (DD)/ Banker's Cheque in favour of **"Managing Director, RISL"** payable at Jaipur.
Bid Document Fee	Rs. 3,540/-	Demand Draft (DD)/ Banker's Cheque in favour of "**Executive Director (Finance), RTDC Limited"** payable at Jaipur.
Bid Security	Rs. 1,10,000/-	Demand Draft (DD)/ Banker's Cheque in favour of "**Executive Director (Finance), RTDC 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, Bid Document 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 chequefor 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 should visit the Site and ascertain themselves for the site conditions, location, surrounding, and other aspects while preparing its Bid application. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.**

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

2.8. Acknowledgement by Bidder

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

a) accepted the risk of inadequacy, errors or mistake in the information provided in the Bid document or furnished by or on behalf of Authority relating to any of the matters referred to in this clauseherein; and

b) 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 supplementary information sought by the Authority for evaluation of the Bid.

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)
III[rd] Floor, Paryatan Bhawan, Opposite 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, www.sppp.rajasthan.gov.in and www.rtdc.tourism.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 the bid document.

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 (Bid Document 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 forNo 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)
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)

S. N.	Document Type	Document 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 **FINForm-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, Bid Document 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, Bid Document 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 onthe 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 Bid Document Fee, RISL Processing Fee and Bid Security;

(ii) bid is valid for the period specified in the Bid document;

(iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;

(iv) other conditions as specified in the Bid document are fulfilled;

(v) any other information which the 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, Bid Document 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 Clauses2.15.7;

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 the **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 10working 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, provide security equivalent to 5% of the Contract value as mentioned in the Work order/LOA, issued from a Scheduled Bank in favour of **"Executive Director (Finance)"**, payable at **Jaipur** in the form of Demand Draft/ Banker's Cheque (the **"Performance Security"**).

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. 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.

4.3. Exit Clause

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

4.4. Termination

4.4.1. 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 the License agreement at the discretion of RTDC.

4.4.2. 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.

4.4.3. 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.

4.4.4. 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.

4.4.5. 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.

4.4.6. 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 restaurant for which Fee has become outstanding. After issuing of termination notice and completion of notice period, if the license Fee or revenue sharing for any period 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.

4.4.7. 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. In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.

4.4.8. If any amount is due from the Licensee or is found to be recoverable, then the Authority have the right to recover the amount and take action to recover the due amount under "The Rajasthan Public Demand Recovery Act, 1952" (as amended from time to time). Objection of any kind of Licensee in this regard will not be accepted.

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

5.1.2. Without prejudice to the rights of Authority under Clause 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 Agreementor 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. SCOPE OF WORK AND SPECIAL BID CONDITIONS

6.1. Special Bid Conditions

6.1.1. License Space will be available on 'as is where is' basis. License granted under the bid will be for a period of 5 years **(License Period)**.

6.1.2. The Licensee shall pay the Fixed Assured Value as per quoted rates as **(License Fee)** for the space to RTDC.

6.1.3. The cost of advertisement, promotion and publicity of the cafeteria shall be borne by the Licensee.

6.1.4. The License period may be extended as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013. Licensee, at least 90 days before expiry of original License Period (i.e. 5 years), shall submit request for extension of License Period on the same terms & conditions.

6.1.5. In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.

6.1.6. All legal proceedings are subject to jurisdiction at Jaipur only.

6.2. Role and responsibilities of Licensee and Scope of Work

Once handed-over RTDC shall not be responsible for any kind of expenditure/ investment to repair, refurbish, renovate, interior works, replenishment, etc. equipments/items in the cafeteria.

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

6.2.1. The selected bidder/Licensee shall be allowed to use the cafeteria only for the purpose for which the concerned cafeteria is allotted to them and not for any other purpose whatsoever.

6.2.2. The selected bidder/Licensee must operate the cafeteria under the RTDC brand. It is essential to prominently display RTDC's official signage, logo, and branding at the cafeteria.

6.2.3. Subsequent to the issuance of the LoA, a joint visit of the Authority of RTDC and the successful bidder shall be conducted to prepare the inventory available at the provided space, which would be handed over to the successful bidder for the operation of the cafeteria. At the end of the license period, the successful bidder shall return the same, except for operational wear and tear.

6.2.4. The Licensee may bring, at its option and choice, the equipment or assets for the purposes of operating the cafeteria, and the Authority of RTDC shall have no claim of ownership on them.

6.2.5. The maintenance and cleaning inside the licensed space and in front of it shall be the responsibility of the Licensee.

6.2.6. The Licensee shall possess a valid license from the concerned authorities to prepare and serve food and beverage items. They must comply with all norms and guidelines of statutory authorities, including operating the food stall according to standards established by local civic bodies and per FSSAI mandates.

6.2.7. The Licensee shall ensure and provide the best services and shall ensure that no complaints are received in this regard.

6.2.8. The Licensee shall, at its own cost and expense, provide adequate personnel, qualified and experienced staff, for the operation of the food stall and related facilities. The Licensee shall ensure that the restaurant staff is in proper uniform and well-mannered. The Licensee shall be responsible for the good conduct of the catering and other staff engaged in the services.

6.2.9. The Licensee shall ensure that the premises and staff are adequately insured.

6.2.10. The Licensee shall comply with the provisions of all applicable statutes, ordinances, rules, and regulations of central, state governments, municipal bodies, and any directions issued by any court of law, from time to time. The Licensee is responsible for adhering to statutory norms and

regulations laid down by any statutory body of the Central/State Government in connection with its business.

6.2.11. The Licensee will be required to comply with all rules and regulations, as well as any directions issued from time to time by the Authority.

6.2.12. The Licensee shall carry out the general disinfections, fogging and sanitization for cockroaches, pests /bacteria/virus, flies, ants, fruit flies etc/rodent control/termite control and sanitization for kitchens, and stores areas where items are kept.

6.2.13. All garbage should be segregated into biodegradable and non-biodegradable and should be disposed off at garbage disposal bins, Licensee shall be required to segregate waste and ensure compliance to SWM Rules 2016 and subsequent rules issued by appropriate authorities.

6.2.14. Licensee shall be solely responsible for all acts and actions of the staff deployed appointed and for ensuring compliance with relevant employment/ labour laws, regulations, and other statutory requirements including but not limited to salary, provident fund, gratuity, insurance, Mediclaim etc. RTDC shall not have any responsibility in this respect whatsoever.

6.2.15. Licensee shall be liable and responsible for all types of liabilities (negligence, fault, accidents, strict or otherwise) arising, accruing or resulting from the various services provided at cafeteria.

6.2.16. All the staff appointed/deputed for operation of cafeteria shall be the responsibility of the Licensee. RTDC shall not have any liability to absorb them at any point of time nor can they claim any right for employment with the RTDC.

6.2.17. Licensee shall not engage person(s) below the age of 18 years for working at the cafeteria. The staff engaged by the Licensee shall be medically fit in all respect.

6.2.18. Authority or its authorised officer/ representative, of RTDC without intimation to the Licensee may carry out inspection at any point of time.

6.2.19. Timely payment of GST, corporate tax and all other applicable taxes as per prevailing, laws, rules and regulations including any change/ amendments thereof.

6.2.20. The Licensee shall design the menu for the cafeteria in consultation with, and subject to the approval of, RTDC.

Prohibited Actions for the Bidder (Don'ts):

6.2.21. The provided space can only be utilized for the permitted activities, and the following are strictly prohibited:

i. Any product/service deemed unlawful or illegal under any Indian act or legislation.
ii. Any product whose storage and sale could be considered a fire hazard, such as firecrackers, industrial explosives, chemicals, etc.
iii. Sale of tobacco and tobacco products.
iv. Banqueting and similar activities are strictly prohibited within the cafeteria.

6.2.22. The Licensee shall not make any structural modifications, additions, or alterations to the cafeteria without prior written consent from the Authority (RTDC).

6.2.23. The Licensee shall not sell any banned items on the premises.

6.2.24. The Licensee shall not tamper with or remove the RTDC display board. Additionally, the Licensee is prohibited from installing or displaying any signage, signboard, or hoarding that may create a misleading impression that the food kiosk is not owned or operated by the RTDC

7. PAYMENT TERMS OF THE LICENSE

7.1 The successful bidder shall pay the Fixed Assured Value on monthly basis, to RTDC, for the first year as per the accepted rate.

7.2 The payment of Fixed Assured Value, including all other recurring charges shall be made in advance, to RTDC, for each month, latest by 25th of the billing month failing which Lessee shall be required to pay interest @ 1.0% per month (be calculated on the outstanding amount) for delay upto 15 days and @ 1.5% per month for entire period in case of delay of more than 15 days.

7.3 In case of any dedicated water supply point is required, the same can be arranged on one time installation charges and on payment of monthly uses charges. This will be over & above the payable revenue shared between RTDC and successful bidder. These charges shall be applicable from the date of providing such facility. Water consumption charges may be revised any time at the sole discretion of RTDC.

7.4 For running the permissible commercial activities at cafeteria, the licence fee, electricity bill and all other applicable taxes shall be borne by the Licensee.

7.5 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.

7.6 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.

7.7 RTDC may recover any liabilities of any nature from the Licensee that have been imposed on RTDC due to the operation and maintenance of the cafeteria located at Gandhi Vatika, Central Park, Jaipur.

8. MISCELLANEOUS

8.1. Miscellaneous

8.1.1. The Bidding Process shall be governed by, and construed in accordance with, the RTPP Act, 2012 and RTPP Rules, 2013 and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

8.1.2. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

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.

8.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, Project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

8.2. Conflict of Interest

8.2.1. A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

8.2.2. The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-

a) 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.

8.2.3. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-

a) they have controlling partners in common;

b) they receive or have received any direct or indirect subsidy from any of them;

c) they have the same legal representative for purposes of the Bid;

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or

f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

8.3. Prohibition against Collusion amongst Bidder(s)

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

8.4. Interpretation of Documents

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

(i) The singular of any defined term includes the plural and *viceversa*, 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.

8.5. Grievance Handling During Bidding Process

8.5.1. 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

Technical Form-1: Letter of Technical Bid Submission

Ref. Dated: ……

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

Sub: Bid for Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur

Dear Sir,

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

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

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

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

We hereby also confirm the following:

1. The Bid is being submitted for developing and operating Cafeteria at Gandhi Vatika, Central Park, Jaipur, Rajasthan 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, RTDC ("**Authority**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Bid document, including Addendum/ issued vide ..... dated..... We understand that the Addendum shall form an integral part of the Bid document.
4. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Consultant's obligation to perform the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this Bid document.
5. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communications from Authority.
6. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
7. We agree to submit Bank Guarantee/ Demand Draft/ Banker's Cheque for a sum equal to 5% of the total Contract value as mentioned in the Work Order/ LOA as Performance Security on being identified as Selected Bidder as per terms and conditions of Bid document.

8. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 10 working days from the date of issue of LOA/ Work Order with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement there to 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 90days from the Bid Due Date.
12. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the Bid document.
13. We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal/Bid received by it.

Thanking You,

Yours faithfully,

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

Signature **:**---------- (Authorised Signatory)

Name of the Person **:----------**

Designation **:----------**

Seal of the Bidder **: ----------**

Date **: ----------**

Place **: ----------**

Technical Form-2: Details of the Bidder

1	**Name of Project for which Bid is Submitted**	Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur
2	**Name of Bidder**	
3	**Legal Status of Bidder**	
4	**Date of Incorporation/Registration**	
5	**Brief Description of Bidder's Organisation**	
6	**Office Address of Bidder with Contact & Communication details**	
7	**Address of Operating/ Branch Office in Rajasthan, if Registered office is situated out of Rajasthan** **Contact details**	
8	**Details of Individual(s) who shall serve as the point of contact/communication for Authority for this Bid**	Name: Designation: Address: Telephone: E-mail:
9	**Particulars of Authorised Signatory**	Name: Designation: Address: Telephone: E-mail:
10	**Details of submission of Cost of Bid document**	DD/BC Number ……. Date …….. Issued by ……. Branch …….
11	**Details of submission of Bid Security**	DD/BC Number ……. Date …….. Issued by ……. Branch …….
12	**Details of submission of RISL Processing Fee**	DD/BC Number ……. Date …….. Issued by ……. Branch …….
13	**Bank Account Details (For refund of Bid security deposit/EMD)**	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the

		above details must be enclosed. a. Name of the account holder b. Bank Name c. Branch d. Account No. e. IFSC Code
14	**GST Registration No.**	
15	**PAN No.**	

Note:

a) 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.

b) Bidder shall also submit self-certified copy of Articles of Association & Memorandum of Association, if applicable.

c) In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

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

Signature :---------- (Authorised Signatory)

Name of the Person :----------

Designation :----------

Seal of the Bidder : ----------

Date : ----------

Place : ----------

Technical Form-3: Power of Attorney for Signing Authority

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

Know all men by these presents, We ---------- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ---------- who is presently employed with us, ----------,name Bidder, and holding the position of ----------, as our true and lawful attorney (hereinafter referred as the **"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 developing and operating Cafeteria at Gandhi Vatika, Central Park, Jaipur (**the **"Project")** issued by Executive Director (**"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 Agreementand 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 ……., 2025

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.

Technical 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)
IIIrd Floor, Paryatan Bhawan, Opposite 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 developing and operating Cafeteria at Gandhi Vatika, Central Park, Jaipur** (the **"Project"**) dated ----------, as an Authorised Signatory of …….. (name of Bidder), I hereby declare that presently the ---------- (name of Bidder), at the time of bidding:

a) Is 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, RTDC (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 maybe forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

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

Signature : ---------- (Authorised Signatory)

Name of the Person : ----------

Designation : ----------

Seal of the Bidder : ----------

Date : ----------

Place : ----------

Technical Form-5: Anti-Collusion Certificate

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by Executive Director, RTDC **(**the **"Authority")** for **Selection of Licensee for developing and operating Cafeteria at Gandhi Vatika, Central Park, Jaipur** (the **"Project"**) we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Date this.....Day of 2025

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

Signature **:** ---------- (Authorised Signatory)

Name of the Person **: ----------**

Designation **: ----------**

Seal of the Bidder **: ----------**

Date **: ----------**

Place **: ----------**

Technical Form-6: Declaration by the Bidder Regarding Qualification

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

Ref. **Dated:** .....

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
IIIrd Floor, Paryatan Bhawan, Opposite 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 developing and operating Cafeteria at Gandhi Vatika, Central Park, Jaipur,**" in response to their Notice Inviting Bids No. ..... Dated ..... We hereby agree and declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being would 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 : ----------

Technical 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 in last three years		

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

Date:

Place:

(Signature, Name, Designation, Membership Number

of the CA/Authorised Signatory of CA Firm)

Name and Seal of CA/CA Firm

UDIN……

Note:-

a) The above Form shall be filled and certified by the practicing Chartered Accountant.

b) Bidder must submit certified copy of certified copy of the Financials for FY 2021-22, 2022-23, FY2023-24 and Income tax return acknowledgement downloaded from the Income tax Portal for the relevant years along with the bid.

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

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

Ref. **Dated:** .....

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
IIIrd Floor, Paryatan Bhawan, Opposite 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 : **----------**

Technical 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)
IIIrd Floor, Paryatan Bhawan, Opposite 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 "**Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur"** in accordance with your BID document no. …… dated…… Our financial bid should be uploaded online as Annexure (BOQ).

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

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

Thanking you,

Name of the Bidder: .....

Authorised Signatory: .....

Address and contact.....

Details of Prospective Bidder.....

Name:

Seal:

Date:

Place:

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

Code of integrity-

1. All the officers or employees of the procuring entity shall, -

1.1. Maintain an unimpeachable standard of integrity both inside and outside their office.

1.2. Act in accordance with the Provisions of the Act, these rules, guidelines issued under the Act and instructions;

1.3. Not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;

1.4. Not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;

1.5. Not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;

1.6. Not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;

1.7. Not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;

1.8. Treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;

2. Any person participating in procurement process shall: -

2.1. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

2.2. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

2.3. Not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;

2.4. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;

2.5. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

2.6. Not obstruct any investigation or audit of a procurement process;

2.7. Disclose conflict of interest, if any; and

2.8. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

1. A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could promptly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2. The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -

2.1. A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

2.2. Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.

2.3. A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favor.

2.4. A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favor, to benefit from procuring entity's personnel's actions or decisions.

2.5. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -

2.5.1. They have controlling partners in common

2.5.2. They receive or have received any direct or indirect subsidy from any of them;

2.5.3. They have the same legal representative for purposes of the bid;

2.5.4. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

2.5.5. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

2.5.6. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

Annexure – B : Declaration by the Bidder Regarding Qualifications

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

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

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

Date:

Place:

Name and Signature of the bidder

Designation:

Address:

Annexure – C : Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para(I) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2),or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file as second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -

(a) Determination of need of procurement;

(b) provisions limiting participation of Bidders in the Bid process;

(c) the decision of whether or not to enter in to negotiations;

(d) cancellation of a procurement process;

(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para(I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment off etc.

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

(6) Fee for filing appeal shall be as per applicable provisions of RTTP Act/ Rules.

(7) Procedure for disposal of appeal shall be as per applicable provisions of RTTP Act/ Rules.

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

Appeal No ..... of .....

Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   1. Official address, if any:
   2. Residential address:
2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or mission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by are presentative the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

……
……
……..... (Supported by an affidavit)

Prayer:

Place……

Date…….

Appellant's Signature

Annexure – D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Human Resource, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

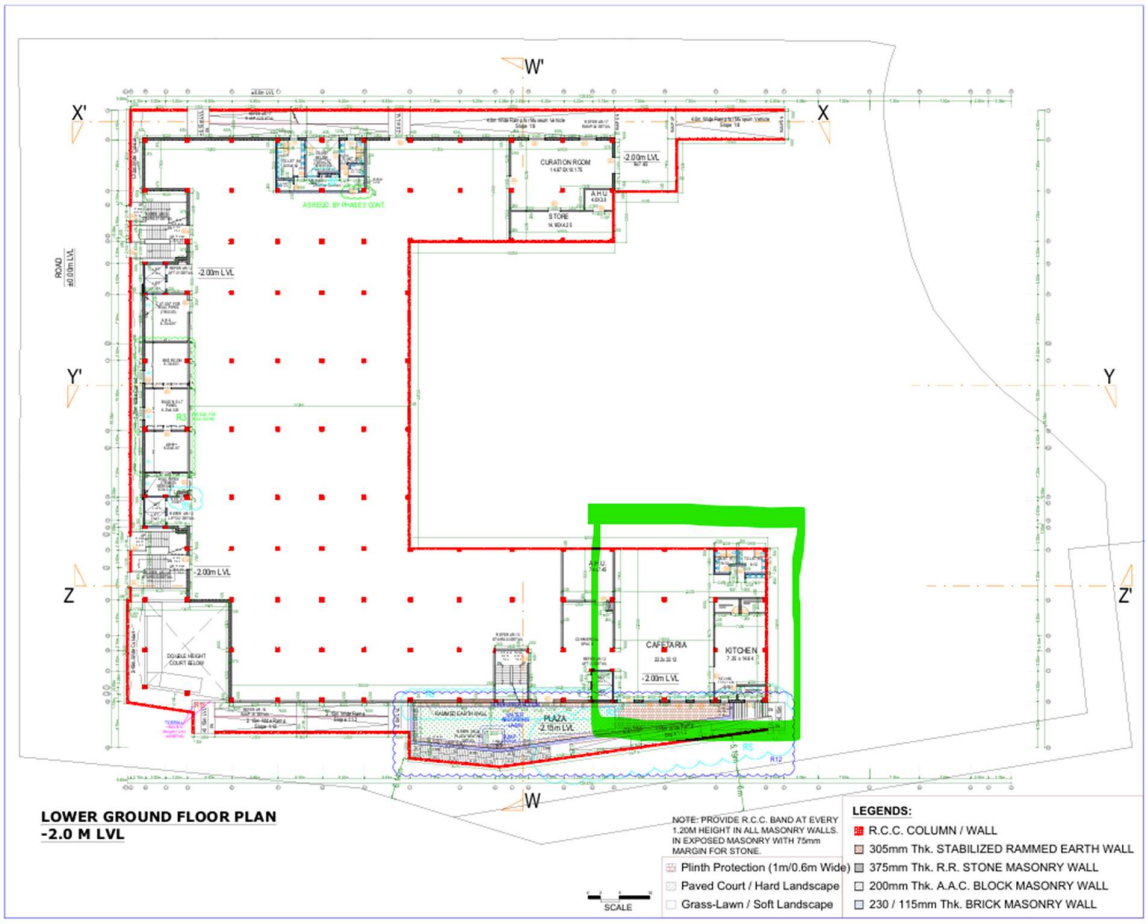
(iii) In case of procurement of Human Resource, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Human Resource of the original contract and shall be within one month from the date of expiry of last Services. If the Service Provider to do so, the Procuring Entity shall be free to arrange for the balance supply / hiring by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider.

Annexure – E : Cafeteria Inventory detail

Cafeteria Inventory Details - Gandhi Vatika

Item Description	Item no Range	Quantity (Nos.)
Cafeteria Chair	GV/PH-ii/LG/CH-1/CF-To GV/PH-ii/LG/CH-200/FC	100
Cafeteria Table (Steel)	GV/PH-ii/LG/CH-T1 To GV/PH-ii/LG/CF-T50	50
Benches Sitting (Wooden)	GV/PH-II/B-1 to B-21	21
Wooden Table	GV/PH-II/B-1 to B-06	06
R.O. water machine	GV/PH-VI/W.CO-1, GV/PH-IV/W.CO-1	02
Table (make Godrej with lock and key)		01
Revolving Chair		01
S.S. Dustbin (For Garbage)		01
Stone Signage (Facilty) Plate		01
Tissue Dispensor		03
Towel Ring		02
Fire Extinguisher Equipment		02
Stone Signage with Stand (Cafateria)		01
Glasss Dispensor		01
Soap Dispensor (Male & Female Toilet)		03
Ceiling Fan (Kitchen)		07

Annexure – F : Area map for reference



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 FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	
18	Certified copy of Income Tax return acknowledgement for FY2021-22, FY2022-23 and FY2023-24	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	Annexures (A, B, C, D)	In PDF Format	Yes/No	
21	List of Enclosures (Check list) duly ticked and signed	In PDF Format	Yes/No	

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

PART-B. FINANCIAL BID

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

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

Fin Form - 1: Financial Bid

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

BOQ *(Not to be filled in technical bid)*

Item Wise BoQ	
Bid Inviting Authority:	**Executive Director, RTDC**
Name of Work:	**Bid for Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur, Rajasthan**
Name of the Bidder:	

PRICE SCHEDULE

(DOMESTIC BIDS - 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 Bid. 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 Assured Value for first year of contract, failing which such bid shall be rejected.
3. The accepted assured value shall be increased by 10% each year on compounding basis.
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 #	TEXT #
Sl.	**Particulars**	**Unit Rate**	**Minimum Assured Value for First Year of Contract (Exclusive of GST and other applicable taxes) Rs. P.**	**Assured Value Quoted by the Bidder for First Year of Contract (Exclusive of GST and other applicable taxes) Rs. P.**	**Total Assured Value Quoted by the Bidder for First Year of Contract (excluding GST and other applicable taxes) in words**
1	**2**	**3**	**4**	**5**	**8**
1	Selection of Licensee for Developing and Operating Cafeteria at Gandhi Vatika, Central Park, Jaipur for the period of 05 years	**Per year**	**9,00,000.00**	**0**	