



**Rajasthan Tourism
Development Corp. Ltd.**
A Government of Rajasthan Undertaking

HOTEL GANGAUR

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संख्या: होटल गंगौर/2020-20/ 497

दिनांक: 3/11/20

निविदा सूचना

होटल गंगौर में 300 कक्षों के पूरा होना का काम जिसे पहले हेतु निविदा प्रक्रिया की जाती है, निविदा जमा का होटल गंगौर में आयोजित आयोजित एक सत्र में निविदा सूचना जमा कराया दिनांक 10.12.2020 से प्रारंभ का दिनांक 09.12.2020 को अंतिम 2020 बजे तक होटल गंगौर में जमा करनी। योग्य निविदाएं सभी दिन सां. 100 बजे तक निविदादाताओं को सजा खोली जायेगी। निविदा सूचना की जानकारी के लिए निम्न लिंक पर www.tourismdevelopment.gov.in एवं www.hotelgangaaur.gov.in पर गयी जा सकती है।

UEN No. **TDCR25160355000130**
TDCR25160355000130


(**महेश सिंह राठी**)
महानिदेशक
होटल गंगौर

BID DOCUMENT

[E-Bid Notice 448 dated 03/12/2025]

for

Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by Ayurved Department Government of Rajasthan

Issued by:

**General Manager, Hotel Gangaur
Rajasthan Tourism Development Corporation Ltd.
(Government of Rajasthan Undertaking)**



HOTEL GANGAUR, RAJASTHAN TOURISM DEVELOPMENT CORPORATION LIMITED (RTDC)
Office: Near All India Radio Station, M.I. Road, Jaipur

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

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

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

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

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

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

The issue of this Bid Document does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder, 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.

CONTENTS

1. INTRODUCTION.....	5
1.1. Background.....	5
1.2. Brief Description of Bidding Process.....	6
1.3. Schedule of Bidding Process.....	6
2. INSTRUCTIONS TO BIDDERS	8
A. General	8
2.1. Scope of Bid.....	8
2.2. Minimum Eligibility Criteria.....	8
2.3. General Condition for Bidders.....	9
2.4. Payments/Fees with the Bid.....	10
2.5. Bid Validity Period.....	11
2.6. Number of Bids and Cost thereof	11
2.7. Acknowledgement by Bidder.....	12
2.8. Right to Accept or Reject any or all Bids	12
2.9. Communication between the Bidders and the Authority.....	12
B. Bid Document	12
2.10. Availability of Bid Document.....	12
2.11. Clarifications by the Authority.....	13
2.12. Amendment in the Bid Document	13
C. Preparation & Submission of Bid	13
2.13. Language of the Bid.....	13
2.14. Format and Signing of the Bid.....	13
2.15. Submission of Bid	14
2.16. Last Date of Submission of Bid (Bid Due Date).....	Error! Bookmark not defined.
2.17. Withdrawal, Substitution and Modification of Bids	Error! Bookmark not defined.
D. Opening of Bids	15
2.18. Opening of Technical Bid.....	15
2.19. Confidentiality.....	15
2.20. Tests of Responsiveness.....	16
2.21. Clarifications by the Bidders.....	16
2.22. Qualification of Bidders and Notification	16
2.23. Opening of Financial Bids.....	Error! Bookmark not defined.
2.24. Proprietary data	17
2.25. Correspondence with the Bidder	17
3. CRITERIA FOR EVALUATION.....	18
3.1. Method of Evaluation of Bids	18
3.2. Technical Bids	18
3.3. Financial Bids.....	18
4. OTHERS.....	20
4.1. Performance Security.....	20
4.2. Forfeiture of Performance Security	20
5. FRAUD AND CORRUPT PRACTICES	21
5.1. Fraud and Corrupt Practices	21
6. SCOPE OF WORK AND SPECIAL BID CONDITIONS.....	22
6.1. Special Bid Conditions	22
6.2. Role and responsibilities of Caterer and Scope of Work	22
7. MISCELLANEOUS	24
7.1. Miscellaneous.....	24
7.2. Conflict of Interest.....	24

7.3. Prohibition against Collusion amongst Bidder(s)	25
7.4. Interpretation of Documents.....	25
7.5. Grievance Handling During Bidding Process	26
Bid Forms	27
Technical Form-1: Letter of Technical Bid Submission	28
Technical Form-2: Details of the Bidder.....	30
Technical Form-3: Power of Attorney for Signing Authority	32
Technical Form-4: Affidavit for No Blacklisting	33
Technical Form-5: Anti-Collusion Certificate	35
Technical Form-6: Declaration by the Bidder Regarding Qualification.....	36
Technical Form-7: Financial Eligibility	37
Technical Form-8 : Affidavit of No Dues towards Government Taxes	38
LIST OF ENCLOSURES (CHECK LIST).....	39
Fin Form - 1: Financial Bid.....	41

1. INTRODUCTION

1.1. Background

- 1.1.1. 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 Vidhayakpuri Police Station, M. I. Road, Jaipur (Rajasthan). RTDC has been operating the tourist accommodation facilities, cafeteria, Bar, IMFL shops, tourist taxi services, Palace on Wheels (POW), etc.
- 1.1.2. General Manager, Hotel Gangaur, Rajasthan Tourism Development Corporation Limited (the "RTDC" or "Procuring Authority" or "Authority") has decided to select a reputed and experienced Caterer ("Bidder" or "Service Provider") for Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by Ayurved Department Government of Rajasthan.
- 1.1.3. **Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by Ayurved Department Government of Rajasthan as per the provision of RTTP Act 2012 and RTTP Rules 2013 (referred as the "Project")** in accordance with the provisions of the Bid document and the Agreement to be signed between the Authority and the Selected Bidder.

Brief of the Project is given below:

Name of Project	Maximum Allowable Base Fee for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026 / Estimated project value (Inclusive of GST and other applicable taxes)	Bid Security	Bid Document Fee
Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by Ayurved Department Government of Rajasthan.	980000	19600	590

Note:-

- 1.1.5. The bidder or caterer shall quote the Bid Price (inclusive of GST and all other applicable taxes, duties, cess etc.) in the financial bid which should not be higher than the Maximum allowable Base fee for Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026 as mentioned above, failing which such bid shall be rejected.
- 1.1.6. **The RTDC shall pay the catering charges for the Training Programme scheduled between 007th Dec, 2025 to 18th Jan, 2026 by Ayurved Department Government of Rajasthan. selected bidder or**

caterer as per agreed rates on the satisfactory completion of service and submission of invoices. These charges shall remain unchanged throughout the Operation period.

- 1.1.7. 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.
- 1.1.8. 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.
- 1.1.9. 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 for submission of Bids (the “Bid Due Date”).

1.2. Brief Description of Bidding Process

- 1.2.1. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) for the Project in accordance with the provisions of the Bid document.
- 1.2.2. **Process of evaluation of Bids is given in Clause 3 of the Bid document. Bidder quoting the minimum fee of Bidder shall be termed as the lowest Bidder and shall be eligible for award of the Project.**
- 1.2.3. Notwithstanding anything contained in this Bid document, the detailed terms specified in the 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 Agreement.
- 1.2.4. 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.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in
2	End Date of Downloading Bid document	Upto: __-__-2025, 04:00 PM

S. N.	Event Description	Date
3	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
4	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 06-12-2025, 04:00 PM
5	Submission of Original Demand Draft for Bid Fee & Bid Security	Upto: 06-12-2025, 04:30 PM Venue: At the office of General Manager, Hotel Gangaur, RTDC Ltd., Rajasthan Tourism Development Corporation Limited (RTDC) Near All India Radio, Station Road, M.I. Road, Jaipur
6	Date, Time and Venue of Technical Bid Opening	Upto: 06-12-2025, 05:00 PM Venue: At the office of General Manager, Hotel Gangaur, RTDC Ltd., Near All India Radio, Station Road, M.I. Road, Jaipur
7	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
8	Issue of Letter of Award (LOA) / Work Order to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
9	Submission of Performance security to RTDC by the Selected Bidder	Within 3 working days of issuance of LOA/ Work Order
10	Signing of Agreement	Within 5 working days of issuance of LOA/ Work Order

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)	<p>Bidder must be a legally recognized business entity incorporated/ Registered in India and should be:</p> <p>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.</p> <p>Consortium bidding is not allowed.</p>	<p>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</p>
(ii)	<p>Bidder should neither be a blacklisted entity nor should its work/ agreement have been terminated / foreclosed by any company / Government department / Public Sector Organization within a period of 5 years preceding to the Bid Due Date, due to non-fulfilment of Contractual obligations; and</p>	<ul style="list-style-type: none"> Declaration to be provided given in the format specified in Bid Forms (Tech Form-4) duly authenticated
b)	Financial Eligibility	
(i)	<p>Bidder must have average annual turnover of ₹ 10.00 lakh in last three financial years ending on March 31, 2024 (i.e. FY 2021-22, FY 2022-23 and FY 2023-24) from Similar Activities.</p> <p>Similar activities include operating restaurants, and cafeteria or providing catering services.</p>	<ul style="list-style-type: none"> 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)	<p>Bidder must have positive net worth as on March 31, 2024.</p>	<ul style="list-style-type: none"> 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

S. N.	Particulars	Documents Required
		Unique Document Identification Number (UDIN) on it as per applicable rules.
c)	Technical Eligibility	
(i)	Bidder should have continuous existence for minimum 4 years; and	<ul style="list-style-type: none"> • Certified Copy of certificate showing the year of registration
(ii)	<p>The bidder must have a minimum of 4 years' experience in running Similar Activities as of the Bid Due Date (last date of submission of Bid)</p> <p>Similar activities include operating restaurants, and cafeteria or providing catering services.</p>	<ul style="list-style-type: none"> • The experience must be supported by documentary proof, such as work orders/ agreements, business registration certificate/ registration certificate, experience certificates with the trade association of similar activities or any other legally valid documents clearly establishing the nature and duration of the work undertaken.

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 project/work, 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 work nor have had any Agreement 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 the bid document.
- 2.3.4. Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
- a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
 - b) willful misrepresentation in any document submitted by the Bidder;
 - c) if a Bidder submits more than one Bid;

- d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
- e) If a Bidder submits a non-responsive or qualified or conditional Bid;
- f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this Bid document;
- g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid document and as extended by the Bidder from time to time;
- h) Any other conditions for which forfeiture of Bid Security has been provided under this Bid document.

2.3.7. In the event Authority disqualifies any Bidder under Clause 2.3.6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.

2.3.8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.4. Payments/Fees with the Bid

2.4.1.

Description Fee	Amount	Mode of Payment and Payable to
Bid Fee	590	Demand Draft (DD)/ Banker's Cheque in favour of "General Manager, Hotel Gangaur, RTDC Limited" payable at Jaipur.
Bid Security	19600	Demand Draft (DD)/ Banker's Cheque in favour of "General Manager, Hotel Gangaur, RTDC Limited" payable at Jaipur.

2.4.2. The Bid shall be summarily rejected if it is not accompanied by the, Bid Fee and Bid Security.

2.4.3. Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of 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.

2.4.4. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security and advance cheque for amount of applicable fees (including applicable GST) for full tenure of Project from it, in accordance with the provisions of the LOA/ Work Order/ Draft Agreement.

2.4.5. 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 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.

2.4.6. 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 **Agreement** with the selected Bidder; or
- c) the cancellation/ termination of Bidding Process for any reason whatsoever.

2.4.7. 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. Acknowledgement by Bidder

2.7.1. 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.

2.7.2. 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.

2.8. Right to Accept or Reject any or all Bids

2.8.1. 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.

2.8.2. 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.

2.9. Communication between the Bidders and the Authority

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

General Manager, Hotel Gangaur
Rajasthan Tourism Development Corporation Limited (RTDC)
Near All India Radio, Station Road,
M. I. Road, Jaipur

2.9.2. 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.

2.9.3. 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

2.10. Availability of Bid Document

2.10.1. The Bid document shall be available on, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in during the period mentioned in Schedule of Bidding Process.

2.10.2. Prospective Bidders can download the Bid document from the above websites but shall be required to remit the cost of Bid document (Bid Fee) in the manner and form as prescribed in the bid document.

2.11. Clarifications by the Authority

2.11.1. 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.

2.12. Amendment in the Bid Document

2.12.1. 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.

2.12.2. Addendum shall be notified on or www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in. Such Addendum shall become part of the Bid document.

C. Preparation & Submission of Bid

2.13. Language of the Bid

2.13.1. 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.

2.14. Format and Signing of the Bid

2.14.1. The Bidder shall provide all the information sought under this Bid document.

2.14.2. 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.

2.14.3. 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.

2.14.4. The Financial Bid shall be submitted in the format as specified in **Bid Forms (FIN Form-1(BOQ))**.

2.14.5. 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.

2.14.6. 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 Fee, and Bid Security)
- (ii) Financial Bid in

2.14.7. 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 .
2	Bid document Fee	Scanned copy of Demand Draft .
4	Bid Security	Scanned copy of Demand Draft
5	Details of Bidder	as per the format specified at Tech Form-2 .
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents .
7	Power of Attorney for Signing Authority	as per the format specified at Tech Form-3 .
8	Affidavit for No Blacklisting	as per the format specified at Tech Form-4 .
9	Anti-Collusion Certificate	as per the format specified at Tech Form-5 .
10	Declaration by Bidder regarding qualification	as per the format specified at Tech Form-6 .
11	Financial Eligibility	as per the format specified at Tech Form-7 .
12	Affidavit of No Dues towards Government Taxes	as per the format specified at Tech Form-8 .
13	All other documents/ supporting/ information required to be submitted along with technical bid as mentioned in the Bid document	in PDF format

2.14.8. Financial Bid (the “**Financial Bid**”) shall consist of the following document:

2.15. Submission of Bid

2.15.1. **Bid shall be submitted in two separate files i.e. (i) Technical Bid and (ii) Financial Bid** 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.

- 2.15.2. 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.
- 2.15.3. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.

D. Opening of Bids

2.16. Opening of Technical Bid

- 2.16.1. The Authority, in **first-part**, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.16.2. 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.
- 2.16.3. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.16.4. 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.
- 2.16.5. 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.
- 2.16.6. 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.

2.17. Confidentiality

- 2.17.1. 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.
- 2.17.2. 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 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.

2.17.3. 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, Bid Fee and Bid Security.

2.17.4. 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.

2.18. Tests of Responsiveness

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

- a) It is received as per the formats specified in Clauses 2.15.7;
- b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
- c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
- d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;
- e) it contains all the information and documents (complete in all respects) as requested in this Bid document;
- f) it contains information in formats same as those specified in this Bid document;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof.

2.18.2. 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.

2.19. Clarifications by the Bidders

2.19.1. 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.

2.19.2. 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.

2.20. Qualification of Bidders and Notification

- 2.20.1. After the evaluation of the Technical Bids in first-part, Authority would announce a list of **“Technically Qualified Bidders”** whose Financial Bids will be opened in the second part.

2.21. Proprietary data

- 2.21.1. All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.
- 2.21.2. 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.

2.22. Correspondence with the Bidder

- 2.22.1. 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 shall be termed as “**Technically Qualified Bidders**”.

3.2.3. The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Technically Qualified 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), Bidders shall be required to quote the fee towards which shall not exceed the maximum permissible amount failing which such bids shall be rejected.

3.3.3. Fees quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.

3.3.4. The Fee quoted by the Bidder in its Financial Bid shall be considered only in **whole percentage terms. Decimal values shall not be considered** for evaluation purposes. In case any decimal is quoted, the value shall be **rounded off to the nearest whole number**, and only the rounded percentage shall be taken into account.

3.3.5. After opening, Financial Bids shall be ranked on the basis of fees or catering charges quoted by Bidders in their Financial Bid. Bidder quoting the lowest fees shall be ranked as **Lowest Bidder (L1)** and other Bidders in ascending order (e.g. L2, L3, L4, etc. on the basis of lowest to highest catering fees).

3.3.6. Bidder quoting the Lowest catering fee (L1 Bidder) shall be finally selected and adjudged as the successful Bidder for award of the Project.

3.3.7. After selection, a Letter of Award (the “**LOA**”)/ Work Order shall be issued by the Authority to the Lowest Bidder/Selected Bidder.

3.3.8. After issuance of the LOA/ Work Order as aforesaid to the Lowest Bidder/Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1. and shall be required to execute Agreement on non-judicial stamp paper of applicable value

within 10 working days of issuance of LOA/ Work Order. Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

- 3.3.9. In the event that financial bids of two or more bidders are same (equal catering fee or charges) but lower than the others, RTDC shall ask for negotiation through close sealed bidding process on the spot from such bidders who have quoted same share (equal catering fee or charges).
- 3.3.10. In the event that Lowest Bidder (L1 Bidder) withdraws for any reason, RTDC may invite the remaining Bidders in order of their Financial Bid (L2, L3, L4,) to match the Financial Bid of L1 Bidder.
- 3.3.11. In the event no Bidder offers to match the Financial Bid of Lowest Bidder (L1) or agree on a negotiated catering fee of the Bidder, the Authority in its discretion, may annul the bidding process and invite fresh bids for the Project.
- 3.3.12. In case, the Agreement is not executed within 10 working days, for reasons attributable to the Lowest 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 Agreement, the Caterer shall, within 7 working days of issue of LOA/ Work Order by the Authority to the selected Bidder, provide Performance Security equivalent to 5% of the Bid Price as mentioned in the Work order/LOA, issued from a Scheduled Bank in favour of "General Manager, Hotel Gangaur, RTDC Limited ", 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 Operation 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 Operation 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: -
- When any terms and conditions of the Agreement signed between the Selected Bidder (Agency) and the RTDC are breached.
 - Upon occurrence of Bidder default or fails to perform the work satisfactorily as per the terms and conditions of the Agreement and Bid document, the RTDC 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
 - 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.
 - If in the judgement of the RTDC 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 (as defined in the draft Agreement) will be given in case of forfeiture of Performance security. The decision of the Managing Director, RTDC Ltd., Jaipur in this regard shall be final.

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2. Without prejudice to the rights of Authority under Clause 5.1.1 hereinabove, if a Bid is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any Bid issued by during a period of 5 years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA/ Work Order or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA/ Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA/ Work Order or the 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. Hotel Gangaur shall pay the Agreed Value as per quoted rates as **(Fee)** to Caterer.
- 6.1.2. In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.
- 6.1.3. All legal proceedings are subject to jurisdiction at Jaipur only.

6.2. Role and responsibilities of Caterer and Scope of Work

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

- 6.2.1. The Caterer may bring, at its option and choice, the equipment or assets for the purposes of operating the project, and the Authority of RTDC shall have no claim of ownership on them.
- 6.2.2. The Caterer 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.
- 6.2.3. The Caterer shall ensure and provide the best services and shall ensure that no complaints are received in this regard.
- 6.2.4. The Caterer 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 Caterer shall be responsible for the good conduct of the catering and other staff engaged in the services.
- 6.2.5. The Caterer 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 Caterer 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.
- 6.2.6. The Caterer will be required to comply with all rules and regulations, as well as any directions issued from time to time by the Authority.
- 6.2.7. The Caterer 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.
- 6.2.8. All garbage should be segregated into biodegradable and non-biodegradable and should be disposed off at garbage disposal bins, Caterer shall be required to segregate waste and ensure compliance to SWM Rules 2016 and subsequent rules issued by appropriate authorities.
- 6.2.9. Caterer 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.
- 6.2.10. All the staff appointed/deputed shall be the responsibility of the Caterer. 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.

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- 6.2.11. Caterer shall not engage person(s) below the age of 18 years for working. The staff engaged by the Caterer shall be medically fit in all respect.
- 6.2.12. Authority or its authorised officer/ representative, of RTDC without intimation to the Caterer may carry out inspection at any point of time.

7. MISCELLANEOUS

7.1. Miscellaneous

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. 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.

7.2. Conflict of Interest

- 7.2.1. 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
- 7.2.2. 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.

7.2.3. 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.
- 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.

7.3. Prohibition against Collusion amongst Bidder(s)

7.3.1. 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.

7.4. Interpretation of Documents

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

- (i) The singular of any defined term includes the plural and *vice-versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a 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 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 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.

7.5. Grievance Handling During Bidding Process

- 7.5.1. 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:

**General Manager, Hotel Gangaur
Rajasthan Tourism Development Corporation Limited (RTDC)**
Near All India Radio, Station Raod,
M.I. Road, Jaipur
E-mail: gangaur.rtdc@rajasthan.gov.in

Sub: Bid for "Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by"

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 "**Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by**" in accordance with the conditions stipulated in the Bid Document.
2. The Bid is being submitted by _____ (Name of Bidder) in accordance with the conditions stipulated in the Bid Document.
3. We have examined in details and have understood the terms and conditions stipulated in the Bid document issued by General Manager, Hotel Gangaur, RTDC Limited ("**Authority**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Bid document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the Bid document.
4. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Consultant's obligation to perform the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this Bid document.
5. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communications from Authority.

6. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
7. We agree to submit Bank Guarantee/ Demand Draft/ Banker's Cheque for a sum equal to 5% of the total Project 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 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 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 90 days from the Bid Due Date.
12. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the Bid document.
13. We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal/Bid received by it.

Thanking You,

Yours faithfully,

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

Technical Form-2: Details of the Bidder

1	Name of Project for which Bid is Submitted	"Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by"
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
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 ₹100/-) and duly attested by Notary Public)

Know all men by these presents, We _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), _____ who is presently employed with us, _____, name Bidder, and holding the position of _____, as our true and lawful attorney (hereinafter referred as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by _____" (the "Project") issued by General Manager, Gotel Gangaur, RTDC ("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 including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2025

For

(Signature, name, designation and address)

(Notarized)

Accepted

(Signature)
(Name, Title and Address of the Authorized Signatory)

Witnesses:

- 1.
- 2.

Notes:

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

Technical Form-4: Affidavit for No Blacklisting

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

**General Manager, Hotel Gangaur,
Rajasthan Tourism Development Corporation Limited (RTDC)**
Near All India Radio, Station Raod,
M.I. Road, Jaipur
E-mail: gangaur.rtdc@rajasthan.gov.in

In response to Bid for "Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by (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 an Agreement as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the Bid document issued by General Manager, Hotel Gangaur, 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 Agreement.
- j) Agreement within a period of 5 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- k) does not have a conflict of interest as mentioned in the Bid Document which materially affect the fair competition.
- l) will comply with the code of integrity as specified in the Bid document.

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

Thanking You,

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

Technical Form-5: Anti-Collusion Certificate

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by General Manager, Hotel Gangaur, RTDC (the "Authority") for "Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by" (the "Project") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Date this.....Day of2025

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

Technical Form-6: Declaration by the Bidder Regarding Qualification

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

Ref.

Dated:

**General Manager, Hotel Gangaur
Rajasthan Tourism Development Corporation Limited (RTDC)
Near All India Radio, Station Road, M.I. Road, Jaipur**

Sub:-Declaration by the Bidder regarding Qualifications

In relation to my/ our Bid submitted for "Engagement of Caterer for Intermittent Catering Services for the Training Programme scheduled between 007th Dec, 2025 and 18th Jan, 2026, organized by" in response to their Notice Inviting Bids No. Dated We hereby agree and declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors/ Partners and officers not have been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement Agreement 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 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 ₹)	Financial Year	Annual Turnover (Amount in ₹)	Annual Turnover from operating restaurants, cafes or providing catering services. (Amount in ₹)
March 31, 2024		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
		Average Annual Turnover in last three years		

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

Date:

Place:

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

Name and Seal of CA/CA Firm

UDIN.....

Note:-

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

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

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

Ref.

Dated:

**General Manager, Hotel Gangaur,
Rajasthan Tourism Development Corporation Limited (RTDC)
Near All India Radio, Station Road, M.I. Road, Jaipur**

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 :

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-	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	Bid Security in Prescribed form of DD / Bankers Cheque as per Bid	Scanned copy of Instrument .	Yes/No	
10	Bid Document Cost in prescribed form as per Bid	Scanned copy of Instrument .	Yes/No	
11	Bid Processing Fees in prescribed form as per Bid	Scanned copy of Instrument .	Yes/No	
12	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	
13	Certified copy of Income Tax Registration (PAN)	In PDF Format	Yes/No	

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
14	Certified copy of GST Registration	In PDF Format	Yes/No	
15	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	
16	Certified copy of financials for FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	
17	Certified copy of Income Tax return acknowledgement for FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	
18	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	
19	List of Enclosures (Check list) duly ticked and signed	In PDF Format	Yes/No	
20				

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)

होटल गणगौर, जयपुर
राजस्थान ट्यूरिज्म डवलपमेन्ट कॉरपोरेशन लिमिटेड
(राजस्थान सरकार का उपक्रम)
दूरभाष नं. 0141-2371642, 44, 46 फ़ैक्स नं. 0141-2371647
(होटल गणगौर में केटर्स हेतु)

S. No.	Particular	Quantity	Maximum Permissible Amount	Rate Quoted By Bidder
1	Hi-Tea Menu (Tea, Coffee, Snacks, 2 Type Cookies)	3500	140000	
2	Lunch Menu (Paneer ki Sabji, Veg Sabji, Special Veg Sabji, Green Veg Sabji, Dal, Rice, Sweets, Papad, Salad, Achar)	1500	840000	
3	Dinner (Paneer ki Sabji, Veg Sabji, Special Veg Sabji, Green Veg Sabji, Dal, Rice, Sweets, Papad, Salad, Achar)	1500		


(महाप्रबंधक)
होटल गणगौर