

**JAIPUR DEVELOPMENT AUTHORITY,  
JAIPUR**

**BID DOCUMENTS**

**FOR**

**OPERATION AND MAINTENANCE OF  
TOURIST FACILITY CENTRE ,CHOURA RASTA, JAIPUR ,  
ON COMMERCIAL LICENSE  
FOR 10 YEARS.**

**\*\*\*\*\***

**EXECUTIVE ENGINEER, ROB-RUB-IV, J.D.A. JAIPUR.**

**Table of Contents**

S.No.	Particulars	Page No.
<b>1</b>	Section 1- Notice Inviting Bid	4-5
<b>2</b>	Section 2- Instructions to Bidders	6-29
<b>3</b>	Section 3- Photographs and Floor Plans	30-38
<b>4</b>	Section 4- Commercial License Contract	
	Form of Agreement	39-40
	Article 1 Interpretation	41-42
	Article 2 Grant of License and General Covenants	43-44
	Article 3 Term and Possession	45
	Article 4 License Fee and Security	46-47
	Article 5 Use and Occupation	48-51
	Article 6 Rights and Obligations of the Licensor	52-53
	Article 7 Licensee's Responsibilities	54-56
	Article 8 Damage and Destruction	57-58
	Article 9 Indemnity	59
	Article 10 Defaults	60
	Article 11 Assignments and Transfers	61
	Article 12 Action to be taken upon expiry of License	
	Period : Surrender and Over holding.	62
	Article 13 General	63-67

# SECTION-1

## NOTICE INVITING BID

### JAIPUR DEVELOPMENT AUTHORITY

Room No. 313 B, Third Floor, CCC Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg,  
Jaipur - 302004 ,Telephone: +91-141-2569696 e.mail: ee.rob4@japurjda.org

No:- JDA/EE/ROB,RUB-IV/2017-18/D-183

Dated: 05.09.2017

NIB No. : JDA/EE- ROB,RUB-IV/05/2017-18

"On Line" Bids are invited upto **6.00 PM** of 23.10.2017 for **"Operation and Maintenance of Tourist Facility Center, Choura Rasta, Jaipur, on Commercial License basis for 10 years."** estimated bid value Rs.400.00 Lacs. The last date for applying bid and making online payment on JDA portal is upto **6.00 PM** of 23.10.2017. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in)

To participate in the bid, bidder has to be:

1. Registered on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in). For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee "On Line" only, but Bid Security Deposit can be deposited "On Line" or through BG.
2. Registered on e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

(V.M.Johari)

Executive Engineer (ROB,RUB-IV)

JDA, Jaipur

## Detailed NIB

Name & Address of the Procuring Entity	<p>➤ Name: Executive Engineer (ROB,RUB-IV), Jaipur Development Authority</p> <p>➤ Address: Room No. Room No 313-B, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)</p> <p>➤ Email: ee.rob4@jaipurjda.org</p>
Subject Matter of Procurement	<p>➤ <b>“Operation and Maintenance of Tourist Facility Center, Choura Rasta, Jaipur, on Commercial License basis for 10 years.</b></p>
Bid Procedure	<p>➤ Two stage Open Competitive E-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></p>
Bid Evaluation Criteria (Selection Method)	<p>H1 (e.g. Highest Cost Based Selection (HCBS-H1))</p>
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<p>➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>, <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>, <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></p>
Website for online Bid application and payment *	<p>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></p> <p>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee and RISL Processing Fee and Bid security deposit, online only.</p> <ul style="list-style-type: none"> <li>○ Bidding document fee: Rs. 25000/- (Rupees Twenty Five Thousands only)</li> <li>○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)</li> <li>○ Requisite Bid Security Deposit as mentioned below.</li> </ul>
Estimated Procurement Cost	<p>➤ INR 400.00 Lacs (Four Hundred Lacs Only)</p>
Bid Security Deposit	<p>Amount @INR: 2% (Rs.8,00,00.00) of Estimated Procurement Cost,</p>
Completion Period	<p>120 Months. (10 years)</p>
Pre Bid Meeting	<p>25.09.2017 at 4.00 PM</p>
Applying Bid and making Online Payment on JDA portal ( <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a> )	<p>Start Date 12.09.2017.at 10.00 AM onwards End Date: 23.10.2017 upto 6.00 PM</p> <p>In case EMD in form BG Original Bank Guarantee is to be submitted to DD E&amp;B in Room No. NB-SF-215E, of Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by from 24.10.2017 to 25.10.2017 up to 4.00 PM</p>
Bid submission on e-Procurement Portal of GOR ( <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )	<p>Start Date .12.09.2017 at 10.00 AM onwards End Date: 23.10.2017 upto 6.00 PM</p>
Date/ Time/ Place of Technical Bid Opening	<p>26.10.2017 at 11.00 AM</p> <p>➤ Jaipur Dev. Authority, Room No. 313 B, TF, CCC Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)</p>
Bid Validity	<p>➤ 120 days from the bid submission deadline</p>

(V M Johari)

Executive Engineer (ROB,RUB-IV), , JDA, Jaipur.

## SECTION-2, INSTRUCTIONS TO BIDDERS (ITB)

- 1. Introduction :** The property known as Tourists Facility Centre (TFC), situated at Chaura Rasta, Jaipur, in the State of Rajasthan, more particularly described in the Site plan annexed thereto (hereinafter the “Demised Premises” or the “Property”) has been developed with aim to enhance national and international tourism and to provide all necessary facilities and information to the tourist. The building of TFC near Golecha Talkies has been recently reconstructed by the JDA and it is four storey (Lower GF+GF+I+II). The semi-basement level is under the occupation of Medical & Health Department, GoR and has a separate entry for the staff and the patients. The licensee shall not prevent or obstruct by any means entry of Medical staff and patients to the premises. Areas of different floors are as under:

(i)	Lower Ground Floor	265.00 Sq M	Reserved for Medical and Health Department, Govt. of Rajasthan.
(ii)	Ground Floor	274.90 Sq M	
(iii)	First Floor	266.19 Sq M	
(iv)	Second Floor	286.00 Sq M	
(iv)	Terrace Area	274.91 Sq M	

### 2. Qualification Criteria for commercial license :-

- (i) Bidder should have experience of running of Restaurant industry/ Hospitality/ Hotel. (Duly filled Annexure-II should be uploaded in Envelope1 without which the bid will be rejected.)
- (ii) The bidder should have average turnover generated from Restaurant industry/ Hospitality/ Hotel in last three years minimum of Rs 10.00 Crore ie; total turnover of last three financial years should be minimum of Rs. 30.00 Crores. Certified copy of CA should be attached. (Duly filled Annexure-III should be uploaded in Envelope1 without which the bid will be rejected.)

### 3. Taxes, Submission and Opening of bid :-

#### 3.1 Tax Liability

3.1.1 Deleted.

3.1.2 The GST and all other taxes will be borne by the bidder as per prevailing rates in addition to the rated quoted.

- 3.1.3 In the event of modification of slab of tax or any other new tax imposed by the Govt. throughout the contract license period or extended period as the case may be, entire part will be borne by the bidder.

### **3.2 Submission of Bid**

**3.2.1** Bid document shall be submitted on line through E-procurement website [http:// www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with Digital Signature Certificate (DSC). The bid is to be submitted in 3 envelopes which shall comprise of:

**Envelop-1:-** Being for Registration, Bid fee, Bid Processing Fee, Bid Security, Technical Criteria in Annexure I,II,III,IV and RTPP annexure A,B,C,D, and all other relevant certificates as required be uploaded in this envelope, if everything found in order then only financial bid of the bidder will be opened.

**Envelope 2 :-** Financial Bid.

**3.2.2. Note :** 1. Conditional bids will be rejected.

2. The competent authority of JDA reserves the right to reject any or all the bids without assigning any reason.

3. Affidavit for correctness of documents and "Not being Black listed" in last three years shall have to be submitted in Envelope-1, as per Annexure IV.

## **4. General Information to Bidders :--**

- I.** The License period will be 10 years.
- II.** The area of art gallery on first floor should also be allowed for activities like exhibitions, sale of handicraft items or on letting out for small family gatherings like birthday parties etc.
- III.** TFC center to remain open from 9 am to 11 pm. minimum, all 7 days.
- IV.** Bidder shall have to obtain license for specific activities like, eatables etc, from respective authority at his own.
- V.** The building shall be used for tourist facility purpose only.
- VI.** Minimum license fee is fixed of Rs. 10.00 Lacs per quarter totaling Rs. 40.00 Lacs per year.
- VII.** In the financial bid the bidder should propose the amount higher than the minimum license fee.
- VIII.** The license fee shall be increased by 10% every year.
- IX.** The payment of license fee will be done within 7 days prior to every one quarter of year through D.D./NEFT/RTGS in favour of Secretary, JDA, in Account No. 675401700500 with IFSC Code ICICI 0006754. After depositing

the amount in JDA account UTR No. be applied to JDA by licensee, if licensee fails to deposit the license fee then interest of 12% will be charged as per rules for period of delay which shall not be permitted more than 120 days. Any delay beyond 120 days would entitle the licensor to terminate license.

- X.** Sub letting will be allowed with prior permission of JDA.
- XI.** Three months time after handing over the possession be allowed to make the TFC functional.
- XII.** Six months time to be given for ATM and Money exchange, after this period license liable to be cancelled.
- XIII.** Security deposit equivalent to total license fee of one quarter in the form of unconditional Bank guarantee/RTGS/NSC/FD pledged in favour of JDA with validity or in any other form acceptable to JDA of will have to be deposited by licensee.
- XIV.** License period will start from the date of handing over of the physical possession.
- XV.** No minor/major additions or alterations shall be permissible in the building except with explicit permission of lesser. Any additions or alterations done without written permission of the lesser would be dismantled and the licensee deed would be terminated. Wooden counters, cabinets and other temporary wooden structures would, however, be permitted.
- XVI.** All electrical fixtures and air conditioners, generators, electric panels, RMU's etc. will be maintained by licensee at his cost.
- XVII.** There are separate meters for electric consumption for each floor. The lessee shall bear the cost of electricity consumed by it.
- XVIII.** Licensee shall be responsible for day to day cleanliness of the premises, disposal of solid waste as per rules and regulations of Rajasthan Pollution Control Board and for security and safety of the establishment that is in its possession.
- XIX.** After the expiry of 10 years license period, it can be further increased for 5 (FIVE) years (one time only) as mutually agreed, and after the period of extended 5 (FIVE) years no more extension will be given. After expiry of license period licensee will have to vacate the building and premises and possession to be handed over in good condition within 30 days of expiry of lease period, failing which JDA will take over the possession at its own.
- XX.** In case the licensee desire further extension of license period after 10 years, he will have to apply in writing 90 days prior to expiry of license period upon which suitable decision will be taken by JDA which will be binding to licensee.
- XXI .** Following activities would be mandatory as per the space marked in the map of premises:

- ATMs.
- Souvenir shops.
- Tourist information center.
- Cyber café with facility of Railway, Bus and Air Ticket booking.
- Foreign currency operation centre.
- Cafeteria (only on the II<sup>nd</sup> Floor) with terrace.
- Following activities shall be optional.
  - ✦ Offices/establishments with the sole purpose of promoting tourist in the State of Rajasthan.
  - ✦ Book shop or Reading room with newspapers and magazines.
  - ✦ Any other activity with the explicit permission of JDA.

**XXII .** Following activities shall not be permitted in the Tourists' Facility Centre:

1. Running a retail shop for any product.
2. Running any sort of club casino and dance club.
3. Activity which results in to pollution except normal fumes emanating from the kitchen of the cafeteria.
4. Running hotel, hostel, paying guest accommodation, dormitory, casino, dance club or any activity causing nuisance and annoyance.
5. Any illegal activity prohibited under the law.

All applicable permits required from various GoR departments/ agencies shall have to be obtained by the licensee at its own cost. JDA may only assist by way of issuing reference letters to be concerned department/agency.

**XXIII. Brief note for Bidders**

Term	10 Year and can be extended upto 5 yrs by mutual consent.
Period between occupancy and commercial is	Within 90 days to start business activity. For ATM and Money Exchange 180 days.
Licensee Fee	Shall pay sum of Rs. ....per quarter i.e.3 months, by RTGS/DD/BG payable to Secretary JDA by 7th Day of start of quarter. License fee must be paid by the end of the month under any circumstances otherwise the license or will be at liberty to terminate the license. License fee shall be incremental by 10% every year. Late deposition will invite 12% interest each day's delay If due fee and late fee is not deposited within 120 days then the license will be terminated.



Security		License shall be required to maintain a performance security in the form of unconditional B.G. as per JDA format/on RTGS/NSC/FD. Amount equal to one quarter of license fee.
Obligation of Licensors		License shall assume full responsibility for operation and maintenance of the licensed premises for the repair or replacement of fixtures.
Responsibilities of Licensee		Public liability and broad form property damage insurance with limit not less than Rs. 2.00 Crore. Pay all taxes if any Maintain clean campus. All maintenance work of civil, electrical, RMV, Passenger Lift etc.
Assignment and Transfers		The Licensee shall not assign, sublet, pledge or transfer this License or any interest therein or any way part with possession of all or any part of the Licensed premises, or permit all or any part of the Licensed Premises to be used or occupied by any other person without the Licensors prior written consent.

Note:-

1. Pre- Bid meeting will be held for all participants interested in bid, in which all suggestions of agencies shall be taken and appropriate suggestions if any, as agreed by Jaipur Development Commissioner, shall be incorporated in the bid, the complete bid documents and the minutes of Pre bid meeting will become part of the agreement.
2. If after License Contract awarded to agency, in future any activity/ facility which seems to be appropriate for tourists, such activity/facility can be made part of agreement after approval of Secretary in-Charge of UDH Department.

## **5. Bid Security :**

- 5.1 Bid Security (BS) @ 2% of Bid value shall have to be deposited along with submission of bid, without which bid will be rejected. BS can be deposited "on

line" or through Bank Guarantee (BG) in the prescribed format enclosed at Annexure-I. Any other form of deposition of BS will not be accepted.

## **5.2 Forfeiture of BS.**

The Bid Security of the Bidder shall be forfeited if he withdraws his bid during the period of Bid validity specified in the "Notice Inviting Bid" or extended validity period as agreed in writing by the Bidder. The Bid Security of the successful Bidder is liable to be forfeited if he fails to:

- i) sign the Contract Agreement in accordance with the terms of the Bid, or
- ii) commence the work within the time period stipulated in the Bid. In case of forfeiture of BS, the Bidder can be debarred from Bidding in case of re-invitation of the Bids and also for further 3 years.

## **5.3 Return of Bid Security :**

- i. The Bid Security of the unsuccessful Bidders shall be discharged and returned as promptly as possible.
- ii. The Bid Security Deposit of the successful Bidder shall be returned after signing of agreement.

## **6. Procurement under RTPP Act 2012 and Rules 2013.**

6.1 All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in special conditions, if laid, and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall prevail.

6.2 All the bidders are required to comply with the annexure A,B,C&D, prescribed under RTPP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept of Finance (G&T) Govt. of Rajasthan.

## **7. Process for participation & Depositing Payment Online**

Jaipur Development Authority, has decided to receive Bidding document fee, RISL Processing Fee through online mode only and Bid Security Deposit (BSD) either through online mode or in the form of Bank Guarantee. For On Line mode the bidder has to get registered himself on JDA portal [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in)

To participate in the bid, bidder has to be:

1. Registered on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) by depositing Rs.500.00 online, the validity of which remains 3 (three) years.

For participating in the Bid, the Bidder has to apply for this Bid and pay the bid Document Fee, RISL Processing Fee online only and Bid Security Deposit (BSD) either through online mode or in the form of Bank Guarantee.

2. Registered on e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

Methods for depositing online amount.

- Online through internet Banking, Debit card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS/NEFT/Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI Bank limited, JDA Campus Jaipur.

In Case of RTGS/NEFT/Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR/ Reference number from the bank. This number is required to be uploaded while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details. The bidder is required to fill the instrument numbers for various heads on e-procurement portal [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website [www.jaipurjda.org](http://www.jaipurjda.org) under e-Services>>JDA tender.

**NOTE :**

JDA will not be responsible for delay in online submission due to any reason. To avoid this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, chocking of web site due to heavy load or any other unforeseen problems.

## **8. Site Visit**

- 8.1 The bidder shall, prior to submitting his bid for the work, visit and examine the Site in question and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his bid and entering into a Contract License including, the actual conditions regarding the nature and conditions of site, form over the entire duration of the contract license after taking into consideration local conditions, traffic restrictions, obstructions in operation etc, if any, and allow for all expenses likely to be incurred due to any such conditions, restrictions, obstructions, etc., in the quoted Contract License price for the work.
- 8.2 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not.

## **9. Award of Contract.**

- 9.1 The JDA shall award the Bid to the highest Bidder who qualifies techno commercial eligibility criteria.
- 13.2 Letter of Acceptance issued by the Engineer in charge shall constitute a legal and binding contract between Engineer in charge and the Consultant till such time the contract agreement is signed.

\*\*\*

**RTPP Annexure – A**

(Refer clause 6.2, Instruction to Bidders)

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of interest.-**

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

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
  - (a) Have controlling partners/shareholders in common; or
  - (b) Receive or have received any direct or indirect subsidy from any of them; or
  - (c) Have the same legal representative for purposes of the bid; or
  - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
  - (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same sub bidder, not otherwise participating as a bidder, in more than one bid; or
  - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
  - (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Signature of Bidder.

**RTPP Annexure – B**

**(Refer clause 6.2, Instruction to Bidders)**

**Declaration by the Bidder regarding Qualifications**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
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 :

Signature of bidder

Place :

Name:-

Designation

Address:- .....

**(Refer clause 6.2 of, Instruction to Bidders)**

**Grievance Redress during Procurement Process.**

The designation and address of the First Appellate Authority **is ACS, UDH.**

The designation and address of the Second Appellate Authority is **Executive Committee, JDA, Jaipur.**

**(1) Filing an appeal:-**

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified



in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

**(4) Appeals not to lie in certain cases:-**

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

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

**(5) From of Appeals:-**

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing Appeal:-**

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

**(7) Procedure for disposal of Appeal:-**

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
  - (i) Hear all the parties to appeal present before him; and

- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Bidder.

**FORM No. 1**

**[see rule 83]**

**Memorandum of Appeal under the RTPP Act, 2012**

Appeal No..... of .....  
Before the.....(First/Second Appellate authority)

- 1- Particulars of appellant :  
(i) Name of the appellant:  
  
(ii) Official address, if any:  
  
(iii) Residential address:
- 2- Name and address of the respondent(s):  
(i)
- 3- Number and date of the order appealed against and name and designation of the  
Office/authority who passed the order  
(enclose copy), or a statement of a decision,  
action or omission of the procuring Entity  
in contravention to the provisions of the Act  
by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by  
a representative the name and postal address  
of the representative:
- 5- Number of affidavits and documents enclosed  
with the appeal:
- 6- Grounds of appeal : .....  
(Supported by an affidavit)
- 7- Prayer : .....  
Place :.....  
  
Date : .....

**Appellant's Signature**

## **RTPP Annexure – D**

**(Refer clause 6.2, Instruction to Bidders)**

### **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 any 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 goods, works or services originally specified in the bidding documents 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 documents. 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

circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.

- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

**3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Bidder

ANNEXURE- I  
(Refer clause 5.1, Instructions to Bidders.)

**Form of Bid Security (Bank Guarantee)**

To  
Secretary,  
Jaipur Development Authority,  
Jaipur  
Sub:

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for [amount of Security in figures] [in words] on behalf of \_\_\_\_\_ [Name of the Bidder] against the Bid Security for Bid for **"Operation and maintenance of Tourist Facility Centre, Choura Rasta, Jaipur. on Commercial License for 10 Years."**

WHEREAS, \_\_\_\_\_ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated ..... for **"Operation and maintenance of Tourist Facility Centre, Choura Rasta, Jaipur. on Commercial License for 10 Years."** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we \_\_\_\_\_  
(Name of Bank) of having our registered office at \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called "the Employer") in the sum of Rupees \_\_\_\_\_ **[Amount of Security in figures]** \_\_\_\_\_ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur, through ISFC code No. ICIC 0006754 Bank Account No.675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

**ANNEXURE- II**  
**(Refer Clause 2(i) of ITB)**

**EXPERIENCE IN OPERATION AND MAINTENANCE OF**  
**Running of Hospitality/Hostel/ Restaurant industry**

S.No	Name of Hotel/ Restaurant with category	period from to	Revenue per year in Lacs	CA Certificate enclosed at Page No.

The supportive documents and work orders with CA Certification are to be enclosed.

Authorized signatory of  
Bidder



**Annexure -III**

**(Refer clause 2(ii) of ITB)**

**Average Annual Turnover generated from Restaurant industry/ Hospitability/  
Hotel**

Each Bidder must fill in this form

	<b>Annual Turnover Data for the last 3.years</b>		<b>Certificate enclosed at page No.</b>
<b>S.No.</b>	<b>Year</b>	<b>Amount-Rs</b>	

Signature of CA with Seal.

Signature of Bidder with Seal.

**ANNEXURE- IV**  
(Refer Clause 3.2.2 of ITB)

**AFFIDAVIT (ON Non-Judicial Stamp Rs.100.00)**

1. I/we, the undersigned, do hereby certify that-all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/S .....or the its members have also not been black listed nor has abandoned any work in any State Government Department, or Govt. of Rajasthan or Jaipur Development Authority of Indian contract awarded to us for such works have been rescinded, during last Three years prior to the date of this bid.
- 3 The undersigned hereby authorizes and request(s)any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Jaipur Development Authority to verify this statement or regarding my(our)competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

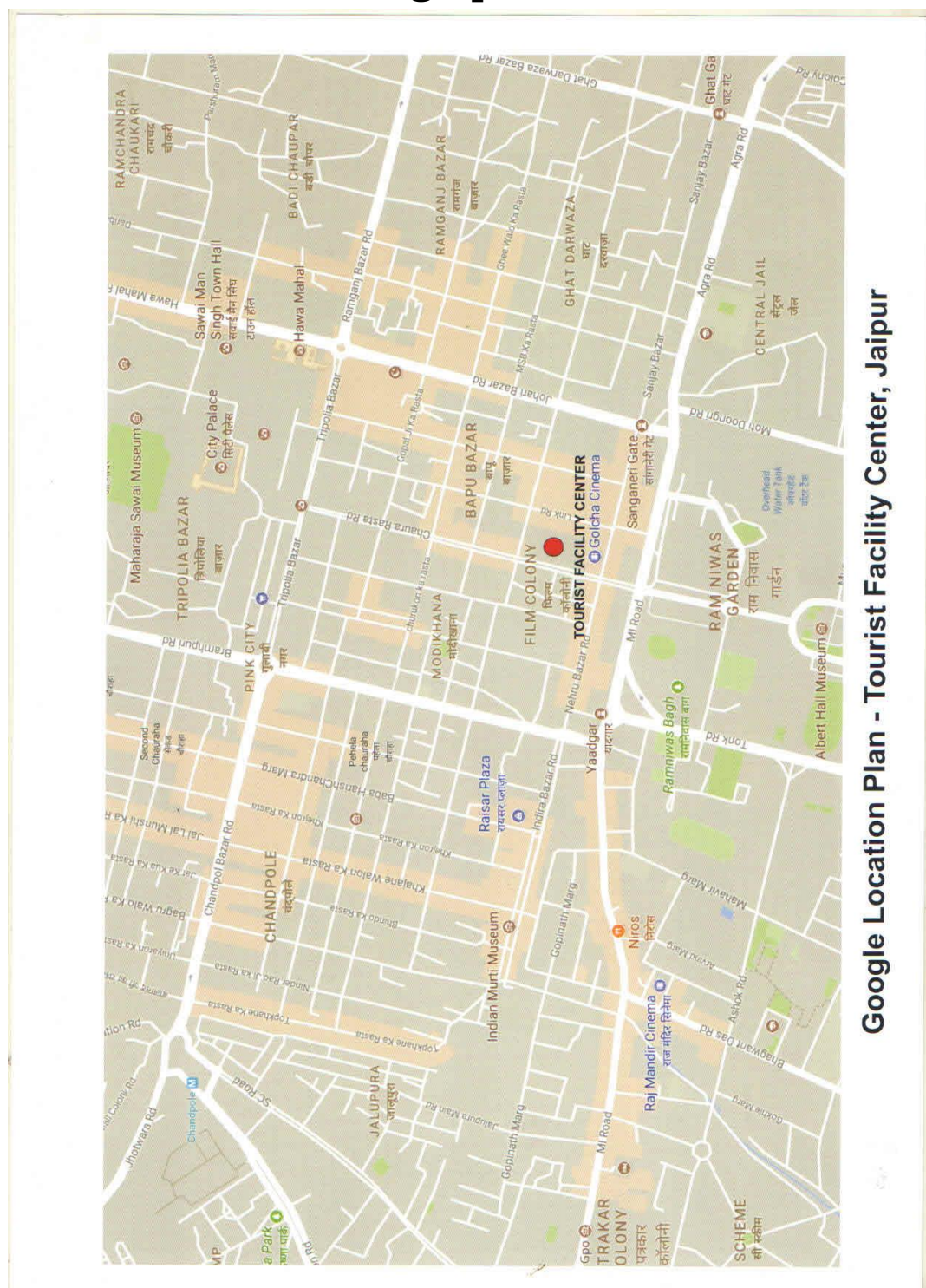
Name of Fir m

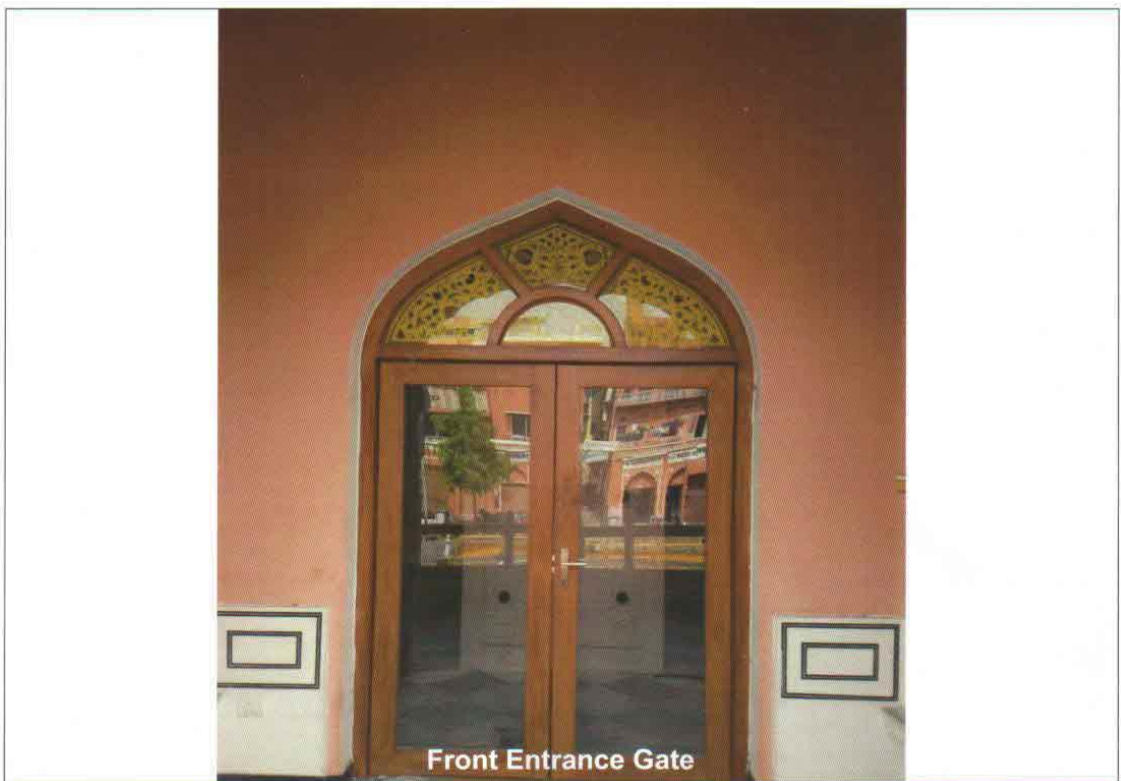
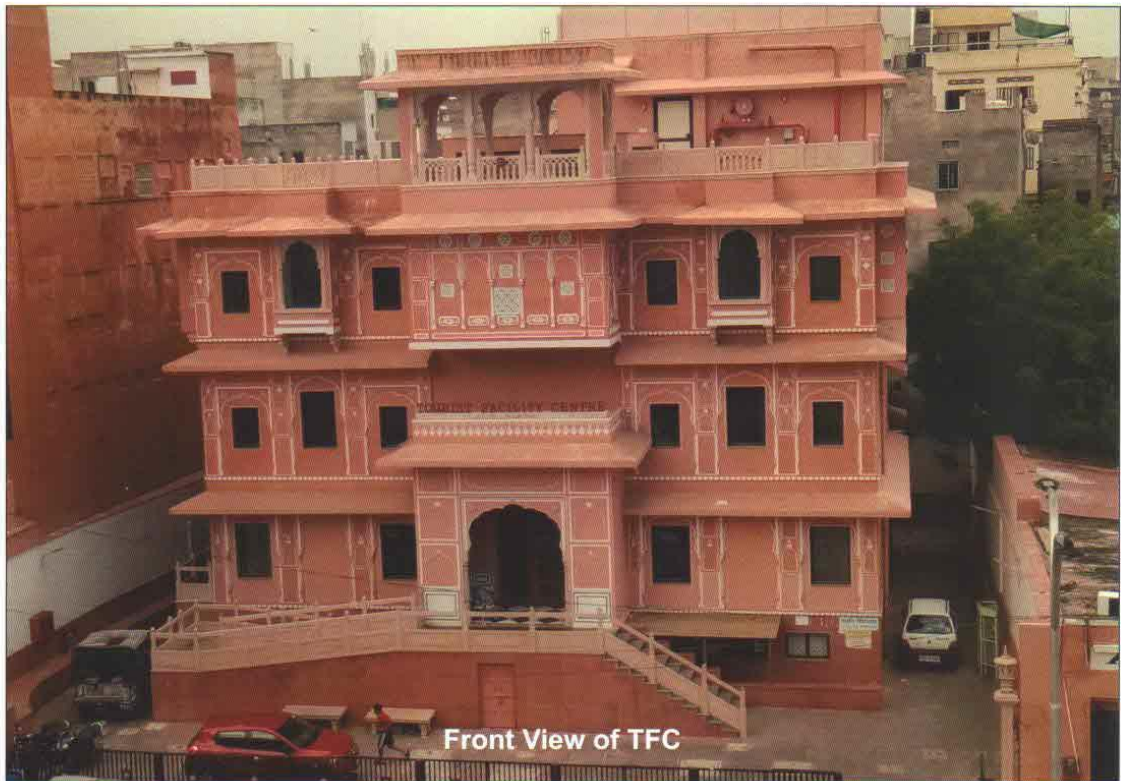
\_\_\_\_\_

Date:

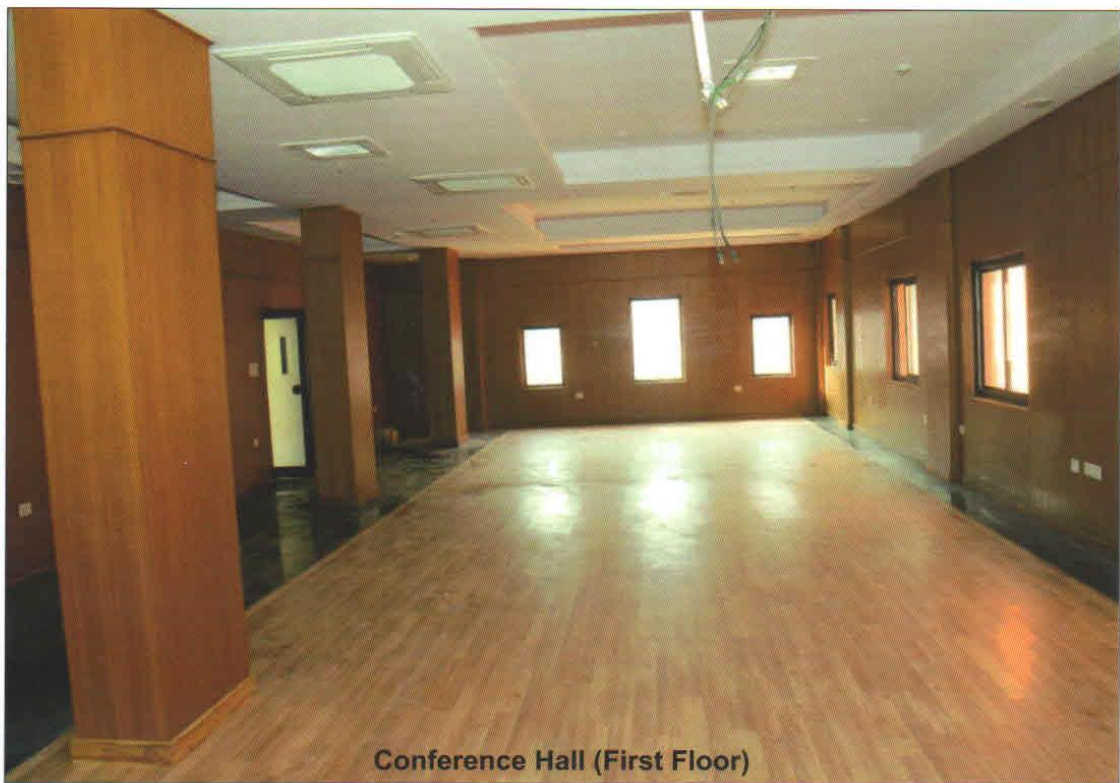
\_\_\_\_\_

### Section 3: Photographs and Floor Plans

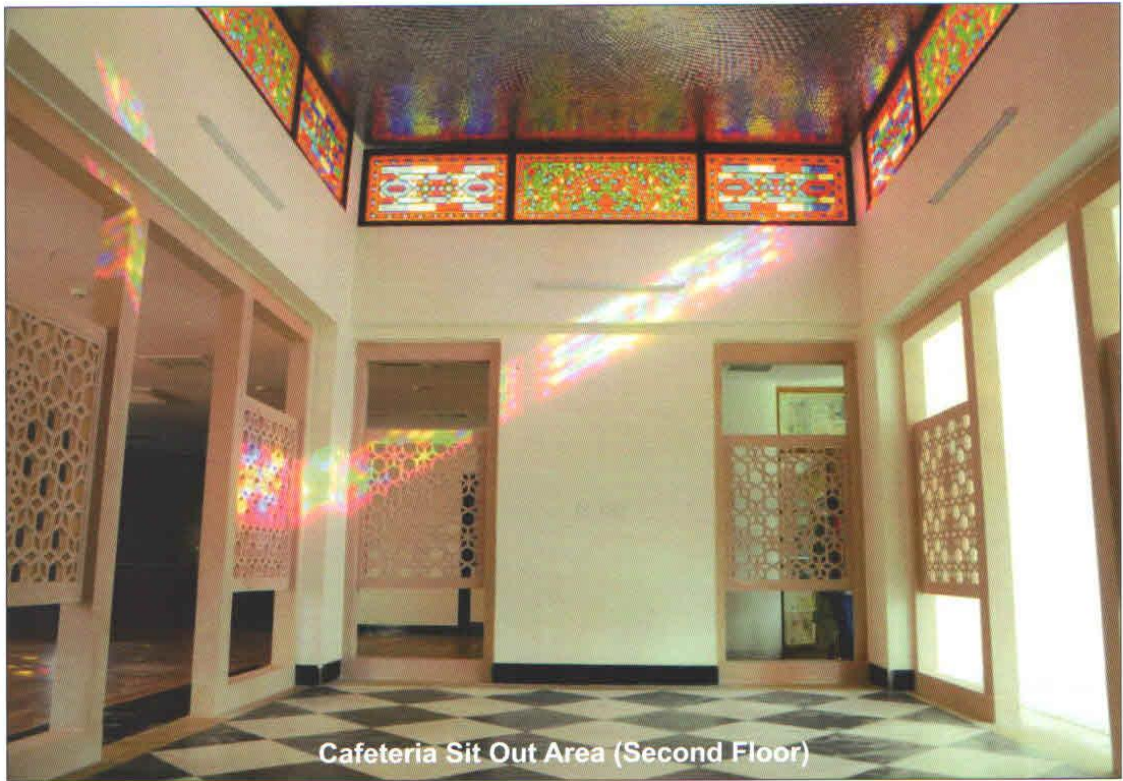




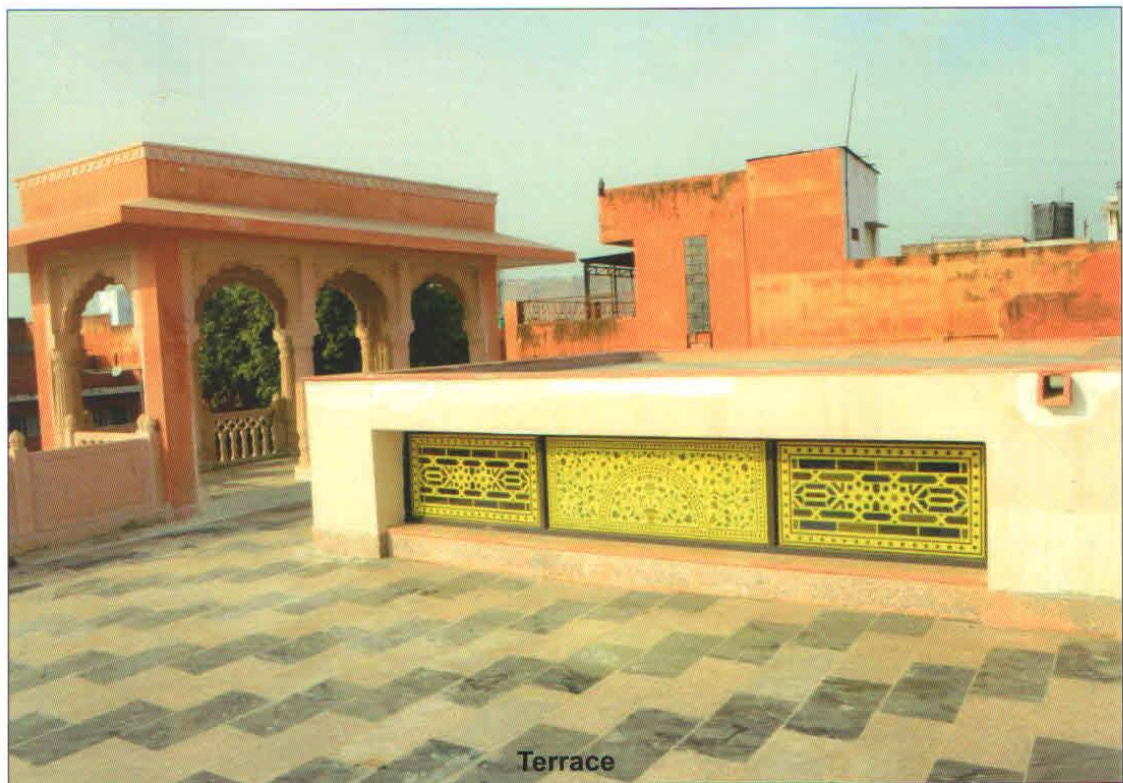




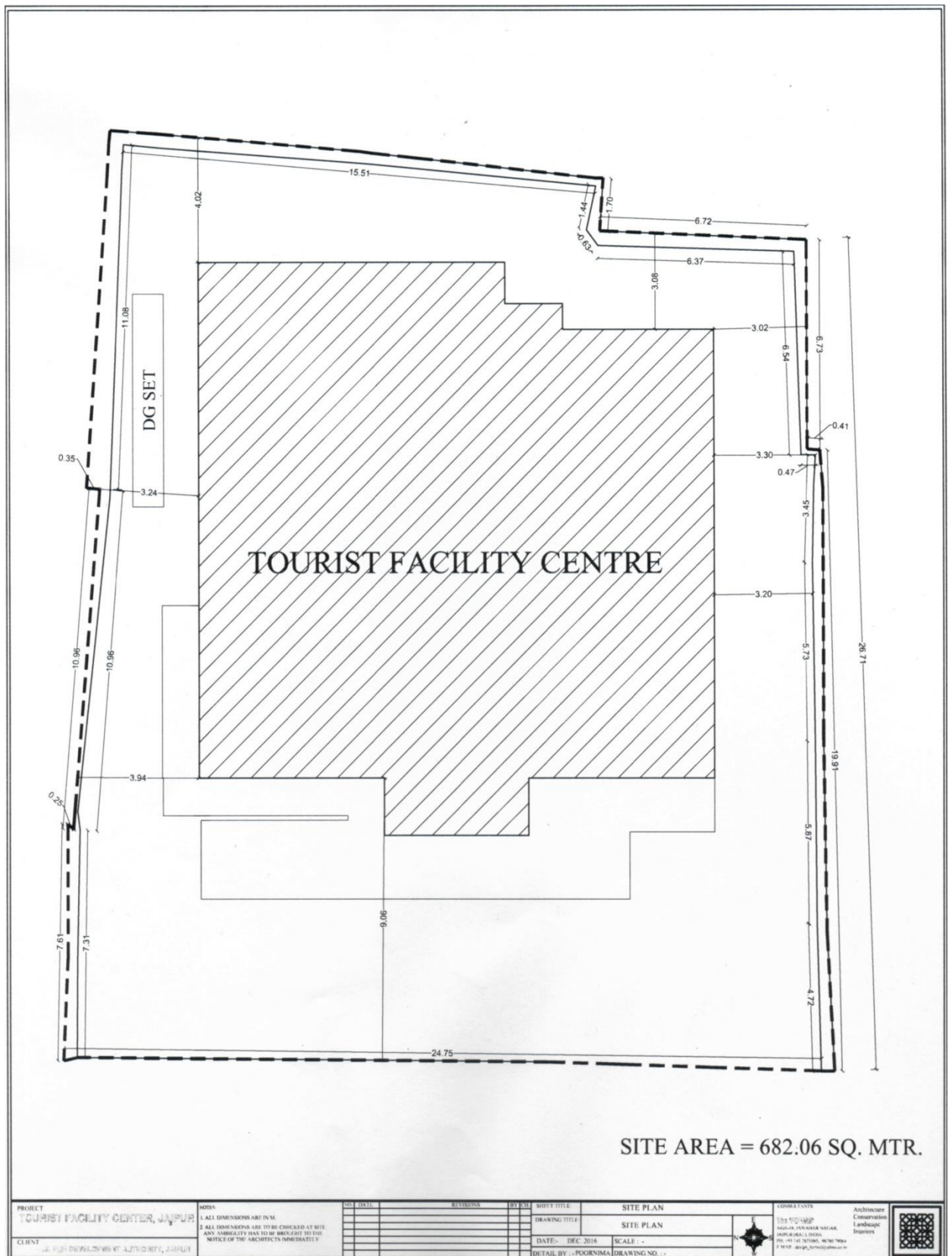




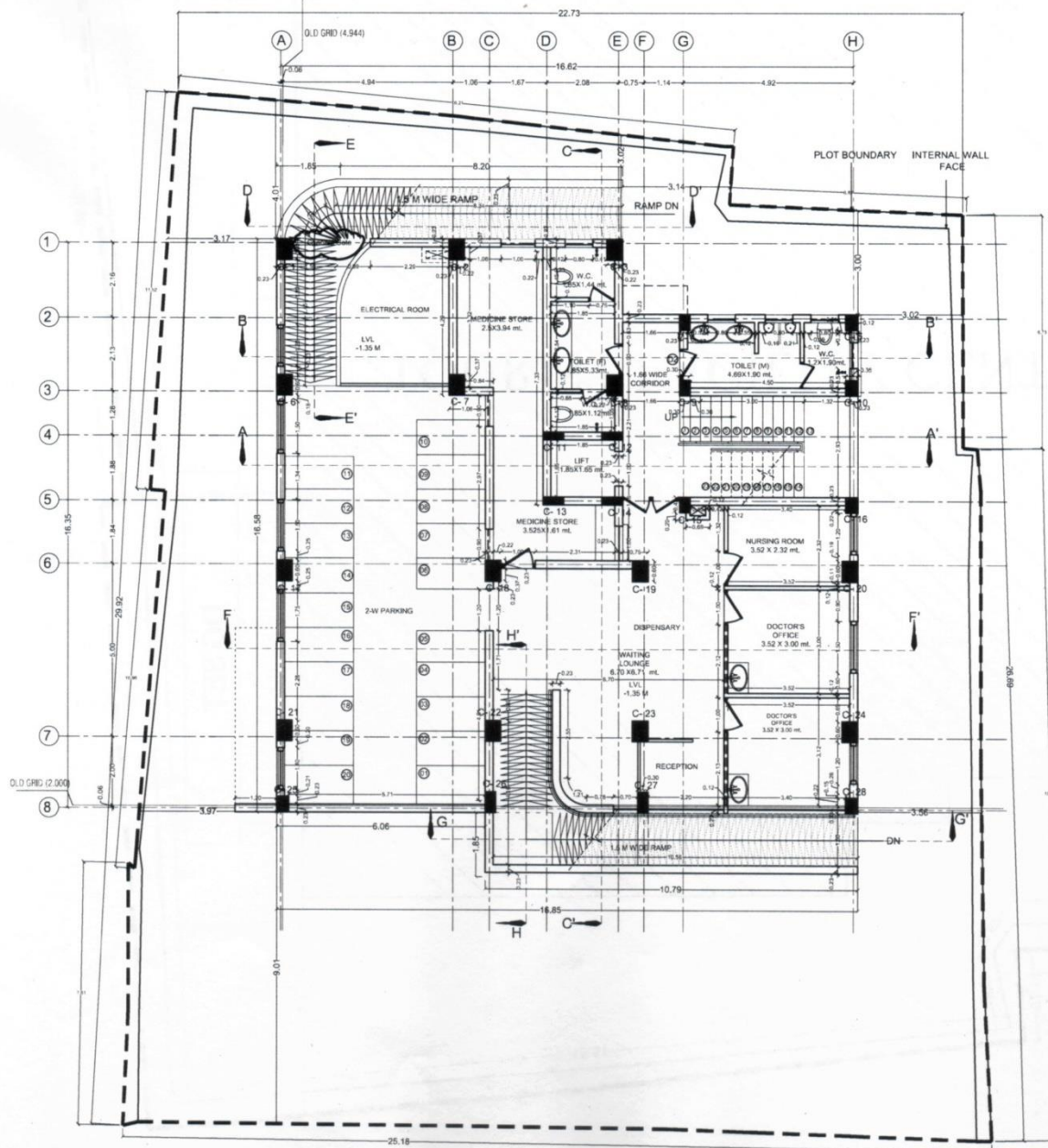
Cafeteria Sit Out Area (Second Floor)



Terrace



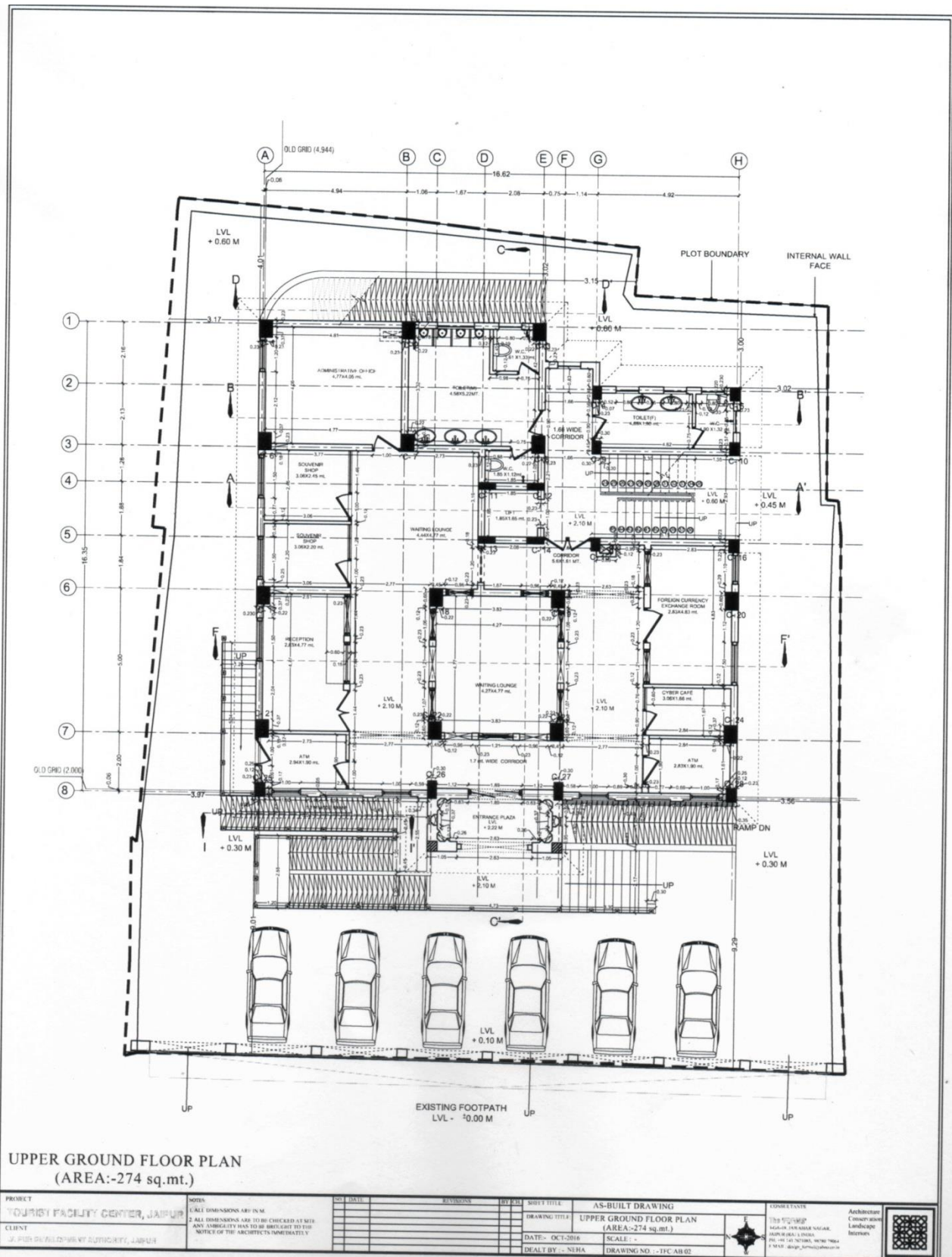


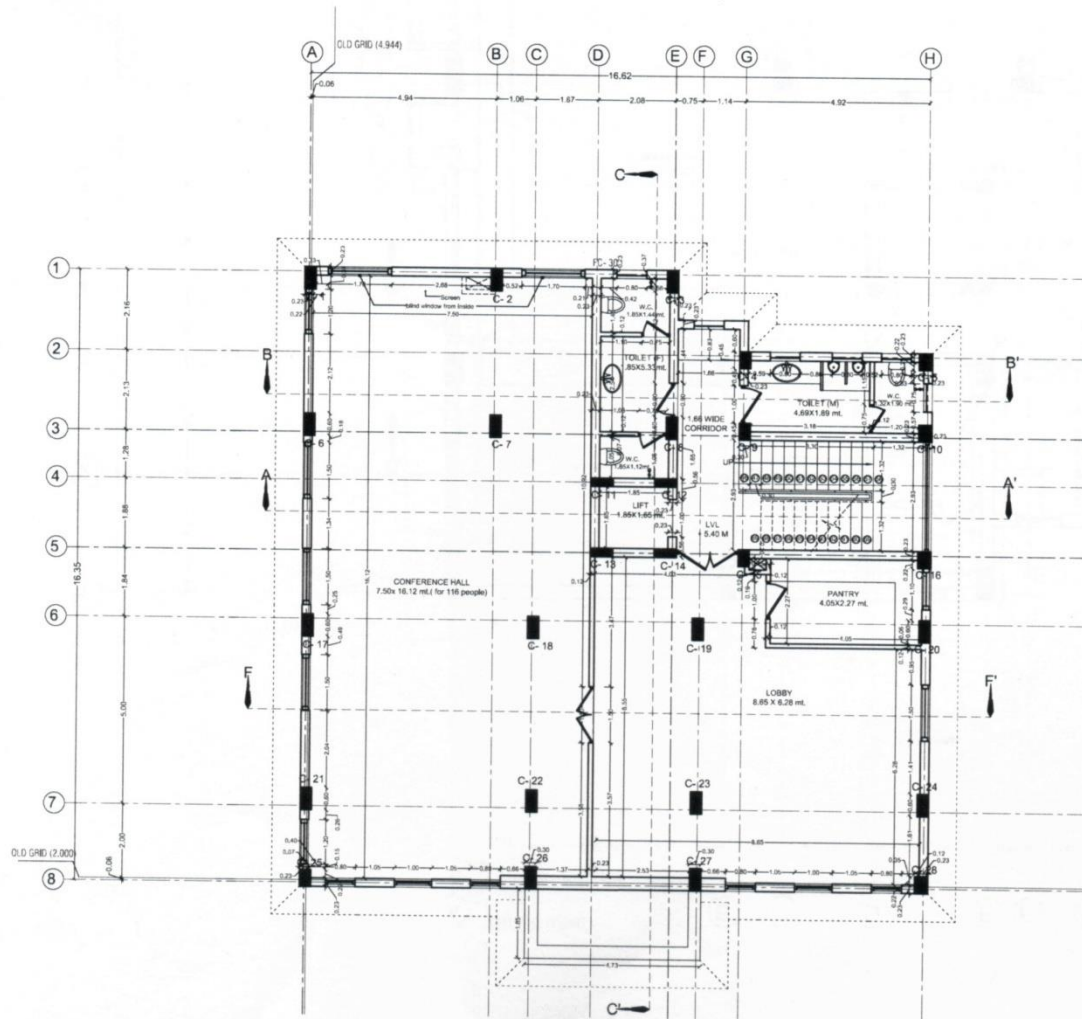


LOWER GROUND FLOOR PLAN  
(AREA:-265 sq.mt.)

PROJECT TOURIST FACILITY CENTER, JAIPUR	NOTES 1. ALL DIMENSIONS ARE IN M. 2. ALL DIMENSIONS ARE TO BE CHECKED AT SITE. 3. ANY AMBIGUITY HAS TO BE BRINGED TO THE NOTICE OF THE ARCHITECTS IMMEDIATELY.	REVISIONS	BY	DATE	SHEET TITLE AS-BUILT DRAWING LOWER GROUND FLOOR PLAN (AREA:-265 sq.mt.)	CONTRACTOR 100% "C" - 100% HARSHA VASANT SAGAR, JAIPUR (RA) (INDIA) Ph: +91 94160 70000, 9420 70000 E-MAIL: harsha_vasant@yahoo.co.in	Architects Consultants Landscape Interior
CLIENT JAIPUR DEVELOPMENT AUTHORITY, G.P.O.				DATE:- OCT-2016	SCALE:-	DRAWING NO. - TFC/AB/01	

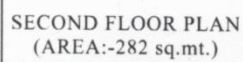




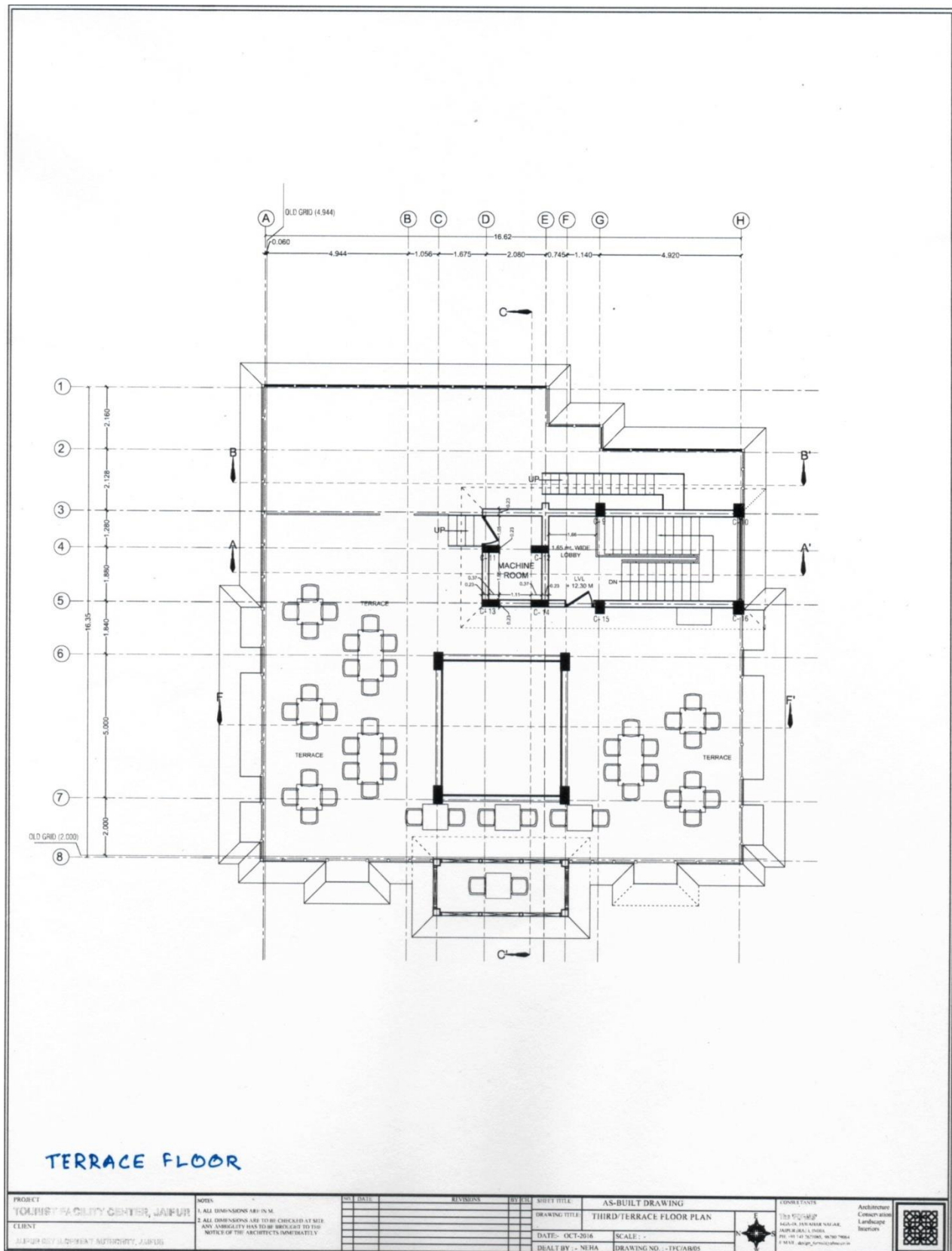


# FIRST FLOOR PLAN (AREA:-282 sq.mt.)

<p>PROJECT <b>TOURIST FACILITY CENTER, JAIPUR</b></p> <p>CLIENT <b>JAIPUR DEVELOPMENT AUTHORITY, JAIPUR</b></p>	<p>NOTES</p> <p>1. ALL DIMENSIONS ARE IN M.</p> <p>2. ALL DIMENSIONS ARE TO BE CHECKED AT SITE.</p> <p>ANY AMBIGUITY HAS TO BE BRING TO THE NOTICE OF THE ARCHITECTS IMMEDIATELY.</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	REVISIONS	BY	DATE																<p>DRAWING TITLE <b>AS-BUILT DRAWING</b></p> <p>DRAWING TITLE <b>FIRST FLOOR PLAN (AREA:-282 sq.mt.)</b></p> <p>DATE: OCT-2016</p> <p>SCALE: -</p> <p>DRAWN BY: - NORA</p> <p>DRAWING NO: - TFC/AB-03</p>	<p>CONSULTANTS</p> <p>Architects Construction Landscape Interior</p>
NO.	DATE	REVISIONS	BY	DATE																				

35





## SECTION- 4, COMMERCIAL LICENSE CONTRACT AGREEMENT.

## **FORM OF AGREEMENT.**

(To be executed on requisite value of stamp papers)

### **AGREEMENT.**

THIS AGREEMENT MADE ON \_\_\_\_\_ day of \_\_\_\_\_ (month/year) between **Executive Engineer, ROB,RUB-IV, JDA, Jaipur, on behalf of JDA**, (hereinafter called "the employer Licensor ") of the one part and \_\_\_\_\_(Name and address of the Licensee) hereinafter called " the Licensee ") of the other part.

WHEREAS the employer is desirous that certain works should be executed by the bidder Viz contract No..... for "**Operation and maintenance of Tourist Facility Centre, Choura Rasta, Jaipur. on Commercial License for 10 Years.**" (hereinafter called "the works" and has accepted a Bid by the Licensee for the execution and completion of such works and the remedying of any defects therein.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the License Contract Agreement hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement.
  - a) Letter of Acceptance of Bid
  - b) Notice Inviting Bid
  - c) Instructions to the Bidders.
  - d) License Contract Agreement
3. In consideration of the payments to be made by the Licensee to Licensor employer as hereinafter mentioned, the Licensee hereby covenants with the employer to execute and complete the License assignment in conformity in all respects with the provisions of the contract.
4. The Licensee hereby covenants to pay appropriate sum to the employer Licensor in consideration of the License assignment the contract price or such other sum as may become payable under the provisions of the License Contract at the times and in the manner prescribed by the License Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name Designation and address of the  
authorised signatory of the Consultant)

(Name Designation and address of the  
Employer)

Signature for and on behalf of the  
Consultant

Signature of the employer

Signed in the presence of

Signed in the presence of

Witness.

1

Witness.

1

2.

2.

Name and address of the witnesses to be indicated.

## **ARTICLE 1**

### **INTERPRETATION**

#### **1.1 Definitions.**

**In this LICENSE the following terms shall have the following meanings:**

**"Space"** means the Space(s) allotted and permitted use under this license to the licensee by the licensor as Tourist Facility Centre, Choura Rasta, Jaipur.(TFC).

**"Commencement Date"** means after 90 days from the date of handing over of possession.

"Event of Default" means as event referred in Section 10.2.

**"License"** means this license and any Schedules attached hereto which are referred to in this license and Every executed instrument which by its terms amends modifies or supplements this license;

**"License Year"** means each successive periods of twelve (12) calendar months during the Term Ending on an anniversary of the Commencement Date;

**"Licensed Premises"** means the Property and the Space Tourist Facility Centre, Choura Rasta, Jaipur, (As per drawing enclosed here within);

**"License Fee" means the Licensee Fee Rs. ....../- per Quarter (Rupees ..... Only). The license fee shall be increased by 10% every year of the previous year.**

**"Occupancy Date"** means the date on which the possession of the Leased Premises is handed over to the Licensee.

**"Permitted Use"** means the business of running of TFC.

**"Term"** means a period of TEN years which can further be extended to next five years, if mutually agreed, commencing on the Commencement Date or any renewal Period hereunder;

**"Termination Date"** means the date on which TEN years are ending from the date of commencement and if the term is further extended for another five years (after the termination date) then the date on which such five years extension is coming to an end; unless earlier terminated as provided in this License;

**"Value Taxes"** means all goods and services taxes, sale taxes, value-added taxes, Service Tax, Luxury Tax, GST and any other Taxes imposed on the Licensor with respect to this License, the services provided hereunder or the License Fee.

**"Licensor"** means Jaipur Development Authority (JDA).

**"Licensee"** means the party with whom JDA is entering into this License agreement.

\*\*\*



## **ARTICLE 2**

### **GRANT OF LICENSE AND GENERAL COVENANTS**

#### **2.1 Preamble.**

Under the directives of the then Empowered Committee constituted by the Hon'ble Supreme Court of India, State Govt. vide order dated 18.03.2013 directed Jaipur Development Authority, to develop the land of Post Partum Center in Chaura Rasta, Jaipur, for Tourist Facility Center. The State Govt. also authorised JDA vide order dated 07.03.2013 for allotment of commercial space on lease and to generate revenue which shall accrue to JDA.

Hence, the property known as Tourists Facility Centre, situated at Chaura Rasta, Jaipur, in the State of Rajasthan, more particularly described in the Site plan annexed thereto (hereinafter the "Demised Premises" or the "Property") has been developed with aim to enhance national and international tourism and to provide all necessary facilities and information to the tourist. The old building of post-partum at Chaura Rasta, Jaipur situated near Golecha Talkies has been recently reconstructed by the JDA by converting it in to a four storey (Lower GF+GF+I+II) building. The semi-basement level is under the occupation of Medical & Health Department, GoR and has a separate entry for the staff and the patients. The licensee shall not prevent or obstruct by any means entry of Medical staff and patients to the premises. Areas of different floors are as under:

- (i) Lower Ground Floor : 265.00 SqM : Reserved for Medical and Health Department.
- (ii) Ground Floor : 274.90 Sq M
- (iii) First Floor : 266.19 Sq M
- (iv) Second Floor : 286.00 Sq M
- (v) Terrace area : 274.91 Sq M

#### **2.2 Grant.**

The Licensor hereby grants license to the Licensee and the Licensee hereby gets licenses from the Licensor the Licensed Premises, to have and to hold the Licensed Premises for a period of TEN years from the Commencement Date which can be further be extended for a period of another five years by the mutual consent of both the parties, subject to the terms and conditions of this License.

#### **2.3 Licensor's General Covenants.**

The Licensor covenants with the Licensee:

- (a) For quiet enjoyment of the Licensed Premises; and

- (b) To observe and perform all the covenants and obligations of the Licensor herein.

**2.4      Licensee's General Covenants.**

The Licensee covenants with the Licensor:

- (a) To pay License Fee; and
- (b) To observe and perform all the covenants and obligations of the Licensee herein.

\*\*\*

**ARTICLE 3**  
**TERM AND POSSESSION**

**3.1 Term.**

The Term of this License shall be for a period of TEN years which shall begin from the Date of physical possession and end on the Termination Date unless terminated earlier as provided in this License. This term can further be extended by mutual consent of the parties for a period of another five years, but the right of first refusal shall be of the Licensee.

In case the licensee desires further extension of license period, he will have to apply at least 90 days prior to expiry of license period upon which suitable decision will be taken by JDA which will be binding to the licensee.

**3.2 Possession of Licensed Premises.**

Notwithstanding the Term, the Licensee shall have occupancy of the Licensed Premises from and after the Occupancy Date to the Commencement Date during which period the Licensee shall not pay License Fee and shall observe and perform all the covenants and obligations of the Licensee herein. The period between occupancy date & commencement date shall be 90 days and in the said period the licensee shall carry out the internal refurbishment required for conducting his business activities in the said premises.

**3.3 Possession of Licensed Premises.**

For making the TFC functional 90 days time, after handing over the commercial space will be given and for making ATM and Money Exchange facilities functional 180 days time will be given. After this period license may be terminated.

**3.4 Vehicle Parking Space**

Licensee shall not be permitted to use set backs of the premises for parking space for vehicles in the licensed premises neither for himself nor for the guests visiting the premises. However, road side parking may be used as per orders of local authority and traffic police.

\*\*\*

**ARTICLE 4**  
**LICENSE FEE AND SECURITY**

**4.1 License Fee.**

The Licensee shall pay to the Licensor as License Fee a sum of Rs. .... per quarter (3 months) by way of RTGS/Demand Draft/Bankers Cheque payable to Secretary, JDA, Jaipur by the 7<sup>th</sup> day of start of quarter and if there is a holiday on the 7<sup>th</sup> day, then the fee can be deposited on the next working day failing which interest will be charged. The License Fee must be paid by the end of month under any circumstances otherwise the Licensor will be at liberty to terminate the License for non-payment of the License Fees.

The license fee shall be incremental by 10% every year. If the Commencement Date is not the first day of a calendar month, License Fee for the period from the Commencement Date to the first day of the next calendar month shall be pro-rated on a per diem basis.

Late deposition of will invite 12 % interests on each day's delay. If due fee and late fee is not deposited within 120 days of its due date then the license will be terminated.

**4.2 Payment of License Fee.**

All amounts payable by the Licensee to the Licensor pursuant to this License shall be deemed to be License Fee and shall be payable and recoverable as License Fee in the manner herein provided and the Licensor shall have all rights against the Licensee for default in any such payment as in the case of arrears of License Fee. Except as provided in Section 8.1, License Fee shall be paid to the Licensor in lawful money of Indian Currency, without deduction or set-off, at the address of the Licensor or to such other person or such other address as the Licensor may from time to time designate in writing.

All amounts payable by the Licensee to the Licensor pursuant to this License shall be deemed to be License Fee and shall be payable and recoverable as License Fee in the manner herein provided and the Licensor shall have all rights against the Licensee for default in any such payment as in the case of arrears of License Fee. Except as provided in Section 8.1, License Fee shall be paid to the Licensor in lawful money of Indian Currency, without deduction or set-off, at the address of the Licensor or to such

other person or such other address as the Licensors may from time to time designate in writing.

#### **4.3 Security**

The Licensee shall be required to maintain a Performance Security in the form of unconditional Bank Guarantee as per JDA's format/ RTGS/NSC/FD pledged in favour of JDA, as security Deposit in favour of Secretary, Jaipur Development Authority, Jaipur from a branch of Bank located at Jaipur for an amount which shall be equal to Annual License Amount for that year. The Licensee shall provide a fresh Bank Guarantee each year one month before the expiry of subsisting Bank Guarantee. Any failure on the part of the Licensee to provide a fresh Bank Guarantee within the stipulated time shall entitle the Licensors to terminate the License contract without issue of show cause notice to the Licensee. Licensors shall be entitled to recover any installment of Annual Lease Amount, with interest, not paid by the Licensee within the time stipulated in this License agreement by invoking the Bank Guarantee furnished by the Licensee as Security Deposit. The Licensee shall replenish the amount of Bank Guarantee either through additional Bank Guarantee or through a fresh Bank Guarantee within 15 days from the notice received from the Licensors. Any default on the part of the Licensee to furnish additional Bank Guarantee or a fresh Bank Guarantee within the time stipulated hereinabove would entitle Licensors to terminate the License agreement.

\*\*\*

**ARTICLE 5**  
**USE AND OCCUPATION**

**5.1 Use of Licensed Premises.**

The Licensee shall use the premises during the License Period only for the purpose of running the Tourists Facility' Centre which has been constructed for the purpose to enhance tourism of National and International level, and for purposes incidental or necessary thereto as permitted under the License Agreement and shall not, without the prior written consent of the Licensor, use the premises for any other purpose. The Licensee acknowledges, accepts, confirms, agrees and undertakes that this is an essential condition of this License Agreement.

**5.1.1 Permissible Activities :**

Following activities would be mandatory in the demised premises for which respective areas have been year marked in the drawing (Floor Plans).

- a. ATMs
- b. Souvenir shops
- c. Tourist information center.
- d. Cyber café with facility for booking of Railway/Bus /Air Ticket
- e. Foreign currency operation centre
- f. Cafeteria (only on the II<sup>nd</sup> floor) with terrace.

**5.1.2 Following activities shall be permitted**

Offices/establishments with the sole purpose of promoting tourism in the State of Rajasthan.

Book Shop or Reading room with newspapers and magazines.

Any other activity with the explicit permission of JDA.

The conference hall can be used as multipurpose hall and outside area can be used for art gallery ,exhibitions, sale of handicraft items.

The entire area of II<sup>nd</sup> floor can be used for Restaurant area. For selling items of eatables and beverages, the licensee has to take approval from competent officer.

The timings of opening and closure for facilities shall be as per provisions of state government.

**5.1.3 Following activities would not be permitted**

- i). Running a retail shop for any product.

ii). Running any sort of club. .

iii) Activity which results in to pollution except normal fumes emanating from the kitchen of the cafeteria.

iv) Running hotel, hostel, paying guest accommodation, dormitory, casino, dance club or any activity causing nuisance and annoyance.

Any illegal activity prohibited under the law.

#### **5.1.4. Business Hours**

The TFC will remain operational from 9 a.m. to 11 p.m. minimum

#### **5.1.5 Licensee to take permits.**

All applicable permits required from various GoR departments/agencies shall have to be obtained by the Licensee at its own cost. JDA may only assist on best effort basis by issuing reference letters to the concerned department/agency.

The Licensee shall use the licensed premises only for the Permitted Use and shall not use or permit to be used the Licensed Premises or any part thereof for any other purpose or business or by any persons other than the Licensee.

#### **5.2 Compliance with Laws.**

The Licensee shall comply with present and future laws, regulations and orders relating to the occupation or use of the Licensed Premises, the condition of the license hold improvements, equipment and other property of the Licensee therein, the making by the Licensee of any repairs, changes or improvements and the conduct of business in the Licensed Premises.

#### **5.3 Prohibited Uses**

The Licensee shall not commit, cause or permit any nuisance or any waste or injury to or in or about the Licensed Premises, or to any of the license hold improvements, merchandise or fixtures therein, or conduct any use or manner of use causing annoyance to any person. Without limiting the generality of the foregoing, the Licensee shall not use or permit the use of any portion of the Licensed Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence or other use contrary to the provisions of this License. The Licensee shall keep the Licensed Premises free of debris or anything of a dangerous, noxious, odorous or offensive nature or which could create an environmental or a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

5.3.1. Activities not permitted : Following activities, not the least, shall be prohibited.

- a. Club House or Night Club.
- b. Dance Bar.
- c. Retail shop for goods except handicraft items.
- d. Hostel.
- e. Hotel.
- f. Paying Guest rooms.
- g. Dormitories.
- h. Activity which results in to pollution except normal fumes emanating from the kitchen of the cafeteria.

#### **5.4 Hazardous Use.**

The Licensee shall not do, omit to do or permit to be done anything which will cause or shall have the effect of causing the cost of the Licensor's insurance in respect of the Licensed Premises to be increased at any time during the Term or any policy of insurance on or relating to the Licensed Premises to be subject to cancellation. Without waiving the foregoing prohibition, the Licensor may demand and the Licensee shall pay to the Licensor upon demand, the amount of any increase in the cost of insurance caused by anything so done or omitted to be done. The Licensee shall forthwith upon the Licensor's request comply with the requirements of the Licensor's insurers, cease any activity complained of and make good any circumstance which has caused any increase in insurance premiums or the cancellation of any insurance policy. If any policy of insurance in respect of the Licensed Premises is cancelled or becomes subject to cancellation by reason of anything so done or omitted to be done, the Licensor may after three months show cause/ prior notice terminate this License and reenter the Licensed Premises.

#### **5.5 Signage.**

The Licensee shall be permitted to install and exhibit sign(s) identifying the Licensee and the Licensee's business activities on the Licensed Premises. Subject to requirements of existing municipal by-laws, such sign(s) are to be installed and maintained at the Licensee's own expense.

#### **5.6 Rules and Regulations.**

The Licensor shall be entitled from time to time to make reasonable rules with prior approval of the Licensee and regulations for the operation, maintenance, safety, and use of the Licensed Premises and the Licensee shall comply with such rules and



regulations and shall cause its servants, agents, employees, customers, invitees and licensees to comply with such rules and regulations.

#### **5.7 Occupancy by Medical and Health Department.**

As per the directives of then Empowered Committee constituted by the Hon'ble Supreme Court of India, the Lower Ground Floor has been kept reserved for Medical and Health Department of Rajasthan State Govt. and a Govt. dispensary is already running in that area. The licensee shall not do any activity so as to prevent or obstruct the entry of Medical staff and patients or to cause obstruction in smooth running of the dispensary.

\*\*\*

**ARTICLE 6**  
**RIGHTS AND OBLIGATIONS OF THE LICENSOR**

**6.1 Operation of Licensed Premises.**

The Licensee shall assume full responsibility for the operation and maintenance of the Licensed Premises and for the repair or replacement of all fixtures or chattels located therein or thereon. The Licensor shall have no responsibility whatsoever, with respect to maintenance, repairs or replacement, except as provided in Section 6.2 herein, provided that if the Licensee fails to do so, the Licensor may at its sole option upon 30 days prior written notice and without any obligation to the Licensee elect to perform such maintenance, repairs or replacement as the Licensor may reasonably deem necessary or desirable. In so doing, the Licensor shall not be liable for any consequential damage, direct or indirect to any person or property, including, but without restricting the generality of the foregoing, damages for a disruption of the business of the Licensee and damage to, or loss of, the goods, chattels and equipment and other property of the Licensee nor shall any reduction or disruption of services be construed as a breach of the Licensor's covenants or as an eviction of the Licensee, or relicense of the Licensee from any obligation under this License provided that the Licensee's business is not unreasonably interfered with.

**6.2 Access by Licensor.**

The Licensee shall permit the Licensor to enter the Licensed Premises at any time outside normal business hours in case of an emergency and otherwise during normal business hours where such will not unreasonably disturb or interfere with the Licensee's use of the Licensed Premises or operation of its business, to examine, inspect and show the Licensed Premises for purposes to observe repairs, replacements, changes or alterations as provided for in this License and to take such steps as the Licensor may deem necessary for the safety, improvement or preservation of the Licensed Premises. The Licensor shall consult with or give reasonable notice to the Licensee prior to entry but no such entry shall constitute an eviction or a breach of the Licensor's covenant for quiet enjoyment or entitle the Licensee to any abatement of License Fee.

**6.3 Common services with Medical an Health Department.**

There is an underground water reservoir with a capacity of 15000 Liters. Water supplied by PHED is stored in this reservoir. There is a pump installed to pump up water from the underground reservoir to overhead storage tanks installed at the terrace. There is

no separate system for supply of water to the semi-basement area occupied by Medical & Health Department. There is one 6” diameter boring also with a submersible pump in the premises to supplement water supply. The requirement of water of Medical & Health Department is minimal. The entire system of water supply shall remain in the custody of the Licensee who shall be required to ensure adequate supply of water to the establishment of Medical & Health Department at all times who shall pay its share either to Licensee or to PHED as may be decided by Licensor. The decision of Licensor in this respect shall be final and binding on the Licensee.

\*\*\*

## **ARTICLE 7**

### **LICENSEE'S RESPONSIBILITIES**

#### **7.1 Licensee's Obligations.**

In connection with the Licensed Premises, the Licensee hereby agrees that it shall be responsible for the following throughout the Term:

Insurance - to take out and maintain, in the name of the Licensor its agents, employees and the Licensee the following forms of insurance:

- 1) Comprehensive public liability and broad form property damage insurance with limits of not less than Rs.2,00,00,000 ( Rupees Two Crores )per occurrence with extensions including but not limited to personal injury, intentional acts, blanket contractual, cross-liability and severability of interest, occurrence property damage, employer's liability and non-owned automobile coverage;
- 2) Any other form or forms of insurance as the Licensor or its mortgagees may reasonably require;

**A. Utilities** - To promptly pay and discharge all charges, rates, assessments and levies for heat, water, gas, hydro, sewage, and all other utilities supplied to or consumed in the Licensed Premises;

**B. Taxes** - to promptly pay and discharge all taxes, levies, duties, assessments, and license fees whatsoever whether municipal, school, provincial, parliamentary or otherwise levied, imposed or assessed against the Licensed Premises The Licensee shall upon the request of the Licensor promptly deliver to the Licensor for examination all receipts for payment of such taxes, levies, duties, assessments and license fees.

**C. Maintenance** - to maintain the Licensed Premises and all improvements therein in good order and condition, and keep the Licensed Premises in a clean condition and remove from the Licensed Premises at its expense all debris and garbage;

**D. Repairs** - to perform all civil and electrical repairs including electrical fixtures, tube light, fan, air conditioners, RMU, electrical panels, passenger lift etc, and to make all replacements of fixtures, systems, facilities, equipment, machinery, in the Licensed Premises as may be necessary at his own cost: and

**E. All Other Expenses** - to pay all other expenses of every nature incurred in connection with the maintenance and operation of the Licensed Premises.

**7.2** The Licensee may require to carryout the required repair and renovation work of the licensed premise before operational his business activities.

The internal refurbishment would be confined only to temporary installations. No permanent structure of any kind would be permissible within the licensed premise. No change/alternation would be permissible in the original character of the building. The external and internal façade shall remain the same.

**7.3 Alterations by Licensee.**

The Licensee may from time to time at its own expense make internal refurbishment and temporary internal changes by means of wooden/ Aluminum partition etc, in the Licensed Premises to better adapt the same to its business shall be carried out in a good and workmanlike manner. If any such changes, additions or improvements require some work on to the exterior walls, roof, or other structural components of the Licensed Premises or modification to the heating, ventilation or air conditioning systems in the Licensed Premises, the Licensee shall be solely responsible for the cost of such modifications and the Licensor hereby reserves the right to perform any such work at the expense of the Licensee provided that the cost of such work to the Licensee is reasonable in the circumstance. The permission of such alterations shall be granted looking to the Archaeological and Heritage requirements, Law and Regulations of the Space.

**7.4 License holds Improvements.**

The Licensee may install in the Licensed Premises its usual fixtures and personal property in a proper manner; provided that no installation or repair shall interfere with or damage the mechanical or electrical systems or the structure of the Licensed Premises. If the Licensee is not then in default hereunder, the fixtures and personal property installed in the Licensed Premises by the Licensee may be removed by the Licensee from time to time in the ordinary course of the Licensee's business or in the course of reconstruction, renovation or alteration of the Licensed Premises by the Licensee, provided that the Licensee promptly repairs at its own expense any damage to the Licensed Premises resulting from the installation and removal reasonable wear and tear excepted. The Licensee shall be entitled to, remove any License hold

Improvements or fixtures from the Licensed Premises upon the termination of this License.

**7.5 Notify Licensors.**

The Licensee shall immediately notify to respective local authority with intimation to the Licensor of any accidents or defect in the Licensed Premises or any systems thereof, and as well of any matter or condition which may cause injury or damage to the Licensed Premises or any person or property located therein.

\*\*\*

**ARTICLE 8**  
**DAMAGE AND DESTRUCTION**

**8.1 Damage and Destruction.**

If during the Term the Licensed Premises or any part thereof shall be damaged by fire, lightning, tempest, structural defects or acts of God or by any additional perils from time to time defined and covered in the standard broad-coverage fire insurance policy carried by the Licensor on the Licensed Premises, the following provisions shall apply:

(a) If as a result of such damage the Licensed Premises are rendered partially unfit for occupancy by the Licensee, the License Fee shall abate in the proportion that the part of the Licensed Premises rendered unfit for occupancy by the Licensee is of the whole of the Licensed Premises. If the Licensed Premises are rendered wholly unfit for occupancy by the Licensee, the License Fee shall be suspended until the Licensed Premises have been rebuilt and repaired or restored.

(b) Notwithstanding subsection (a) above, if in the opinion of the Licensor's architect or engineer given within 60 business days of the happening of damage, the Licensed Premises shall be incapable of being rebuilt, repaired, or restored with reasonable diligence within 180 days after the occurrence of the damage then either the Licensor or the Licensee may, at its option, terminate this Licensed by notice in writing to the other given within 15 days of the giving of the opinion of the Licensor's architect or engineer. If notice is given by the Licensor or Licensee under this Section, then this License shall terminate from the date of such damage and the Licensee shall immediately surrender the Licensed Premises and all interest therein to the Licensor and the License Fee shall be apportioned and shall be payable by the Licensee only to the date of the damage and the Licensor may thereafter re-enter and repossess the Licensed Premises.

(c) If the Licensed Premises are capable with reasonable diligence of being rebuilt, repaired or restored within 180 days of the occurrence of such damage, then the Licensor shall proceed to rebuild, restore or repair the Licensed Premises with reasonable promptness within 180 days plus any additional period due to delay caused by strikes, lock-outs, slow-downs, shortages of material or labor, acts of God, acts of war, inclement weather or other occurrences which are beyond the reasonable control of the Licensor, and the License Fee shall abate in the manner provided for in subsection (a) above until the Licensed Premises have been rebuilt, repaired or restored; provided that nothing in this Section shall in any way be deemed to affect the obligation of the Licensee to repair, maintain, replace or rebuild the Licensed premises as otherwise provided by the terms of this License.

(d) If damage to the licensed property is caused by natural calamity then such damage shall be cured/repared by the JDA. In the event, the JDA fails to cure/repair such damage within reasonable period, then this License shall be deemed to have terminated.

\*\*\*



## **ARTICLE 9**

### **INDEMNITY**

#### **9.1 Indemnity.**

The Licensee shall indemnify and save harmless the Licensor and its agents and employees from any and all liabilities, damages, costs, claims, suits or actions growing or arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this License set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed;
- (b) Any damage to property while the property is in or about the Licensed Premises; and
- (c) Any injury to person or persons including death resulting at any time there from occurring in or about the Licensed Premises.

#### **9.2 Limitation of Licensor's Liability.**

The Licensor and its agents and employees shall not be liable for any damage to the Licensed Premises or any property located therein caused by any latent defect or by steam, water or rain which may leak into, issue or flow from any part of the Licensed Premises or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any other place or from any damage caused by or attributable to the condition or arrangement of any electrical or other wiring.

#### **9.3 Survival of Obligations and Indemnities.**

All obligations of the Licensee and Licensor which arises during the Term pursuant to this License and which has not been satisfied and the indemnities and other obligations of the Licensee as well as Licensor contained in this License Deed shall survive the expiration or other termination of this License.

\*\*\*

## **ARTICLE 10**

### **DEFAULTS**

#### **10.1 Events of Default.**

Each of the following events shall constitute an event of default (an "Event of Default"):

(a) all or any part of the License Fee hereby reserved is not paid when due and upon written notice by the Licensor default continues for thirty (30) days after notice thereof;

or

(b) the Licensee makes a bulk sale of its goods or moves or commences, attempts or threatens to move its goods, chattels and equipment out of the Licensed Premises (other than in the normal course of its business) or ceases to conduct business from the Licensed Premises for in excess of 14 days; or

(c) the Licensee fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed and kept by the Licensee and persists in the failure after three months notice by the Licensor requiring the Licensee to remedy, correct, desist or comply or (if any breach would reasonably require more than 10 days to rectify, unless the Licensee commences rectification within the 10 day notice period and thereafter promptly and effectively and continuously proceeds with the rectification of the breach).

#### **10.2 Remedies on Default**

If the Licensor, JDA finds that any condition of License is violated then it must serve a three months show cause notice to the Licensee and if such default is cured by the Licensee during the said notice period then such default shall be deemed to be remedied.

#### **10.3 Waiver.**

If the Licensor shall overlook, excuse, condone or suffer any default, breach or non-observance by the Licensee of any obligation hereunder, this shall not operate as a waiver of the obligation in respect of any continuing or subsequent default, breach or non-observance and no such waiver shall be implied but shall only be effected if expressed in writing.

\*\*\*

**ARTICLE 11**  
**ASSIGNMENT AND TRANSFERS**

**11.1 No Assignment by Licensee.**

The Licensee shall not assign, sublet, pledge or transfer this License or any interest **therein** or -any way part with possession of all or any part of the Licensed Premises, or permit all or any part of the Licensed Premises to be used or occupied by any other person without the Licensors prior written consent, which consent may not be unreasonably withheld. The Licensee shall be permitted to assign this license without prior consent of the Licensors to an associated corporation, a part of License Fee or wholly owned subsidiary of the Licensee or to a corporation which results from the reorganization, consolidation, amalgamation or merger of the Licensee, provided that any **such** assignment or any transfer, or transfers, or other dealing with any of the shares of the Licensee, which taken alone or together have the effect of changing control of the Licensee, shall be deemed to be an assignment of this License which requires the prior approval of the Licensors as set out herein.

**11.2 Sale, Conveyance and Assignment by the Licensors.**

Nothing in this License shall restrict the right of the Licensors to sell, convey, assign, pledge or otherwise deal with the Licensed Premises subject only to the rights of the Licensee under this License. A sale, conveyance or assignment of the Licensed Premises by the Licensors shall operate to relicense the Licensors from liability from and after the effective date thereof in respect of all of the covenants, terms and conditions of this License, express or implied, except as they may relate to the period prior to the effective date, and only to the extent that the Licensors' successor assumes the Licensors' obligations under the License and the Licensee shall thereafter look solely to the Licensors' successor in interest and to this License.

\*\*\*

**ARTICLE 12**  
**ACTION TO BE TAKEN UPON EXPIREY OF LICENSE PERIOD**  
**: SURRENDER AND OVERHOLDING**

**12.1 Surrender.**

Upon the expiration or other termination of the Term, the Licensee shall immediately quit and surrender possession of the Licensed Premises and all license hold improvements in substantially the condition in which the Licensee is required to maintain the Licensed Premises excepting only reasonable wear and tear, and upon surrender, all right, title, and interest of the Licensee in the Licensed Premises shall cease. It is understood that the Licensee has the right to remove and sell or otherwise dispose of any license hold improvements, chattels, equipment or any other property of the Licensee installed on the Licensed Premises by the Licensee after the termination of this License, and to retain the proceeds thereof.

If the licensor does not vacate the premises within 30 days time of expiry of license period then JDA may take over the property including all assets of licensee

On surrender, the Licensor shall have the exclusive right over the demised premises and shall be at liberty to utilize and maintain the same in any manner whatsoever.

\*\*\*

## **ARTICLE 13**

### **GENERAL**

#### **13.1 Entire Agreement.**

There is no promise, representation or undertaking by or binding upon the Licensor except such as are expressly set forth in this License, and this License including the Schedules contains the entire agreement between the parties hereto.

13.2 All the conditions as contained in the tender document, correspondence made if any with the firm during the tender process and the work order shall be treated as a part of agreement.

#### **13.3 Notice.**

All communication and notices to be given by either Party to the other in Connection with right and obligations of both parties under or pertaining to this License shall be sent by fax, registered post, or by hand delivery and if given either by courier service or telegram or telephone or verbally, they shall be confirmed by registered letter and addressed as follows:

If to the LICENSOR

**The Secrerary,  
Jaipur Development Authority,  
Jaipur**

If to the LICENSEE

Managing Director/\_\_\_\_\_

Either party may change individual designated to receive notices, addresses, and in such an event advance notice shall be given to the other party by means of a written notice of any such change.

#### **13.4 Relationship of Parties.**

Nothing contained in this License shall create any relationship between the parties hereto other than that of Licensor and Licensee.

#### **13.5 Governing Law.**

This License shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Rajasthan

### **13.6 Amendment or Modification.**

No amendment, modification or supplement to this License shall be valid or binding unless set out in writing and executed by the Licensor and the Licensee.

### **13.7 Force Majeure.**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this License, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

### **13.8 Net License.**

The Licensee acknowledges and agrees that it is intended that this License is a completely carefree net license to the Licensor, except as herein set out, that the Licensor is not responsible during the term for any costs, charges, expenses or outlays of any nature whatsoever arising from or related to the Licensed Premises, or the use and occupancy thereof, or the business carried on therein, and the Licensee shall pay all charges impositions, costs and expenses of every nature and kind relating to the Licensed Premises except as expressly herein set out.

### **13.9 Termination of Agreement**

**13.9.1** In the event of violation of any condition of this license agreement, the licensor shall be free to terminate the agreement after giving the licensee a one month notice of such intent.

**13.9.2** If the licensee intends to terminate the agreement prior to expiry of the license period he shall have to give three months of notice period to licensor. In such a event all the security deposit of licensee will be forfeited.

**13.9.3** Without prejudice to any of the rights or remedies under the contract, if the licensee dies, the legal heirs of the licensee or the JDA shall have the option of terminating the contract.

**13.10 Dispute**

In case of any dispute arises between the parties concerned regarding interpretation of/or rights/obligations/ or any terms and conditions mentioned in this License Contract, the decision of the Licensor shall be final and binding on the Licensee..

**13.11** If after License Contract awarded to agency, in future any activity/ facility which seems to be appropriate for tourists, such activity/facility can be made part of agreement after approval of Secretary in-Charge of UDH Department.

**13.12 JURISDICTION**

All the disputes pertaining to this License shall be subject to the Jurisdiction of the Courts situated at Jaipur only.

**IN WITNESS WHEREOF** the Licensor and the Licensee have executed this License as of the date first set forth above.

---

**Witness**

---

## Letter for Financial Proposal

### To be submitted with financial bid with signed and seal

To,  
The Secretary  
Jaipur Development Authority,  
Jaipur.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Documents, including information to bidders and conditions of contract)
- (b) Our offer shall be valid for a period of 120 days from the date fixed for the bid submission dead line in accordance with the bidding documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our bid is accepted, we commit to obtain a performance security in accordance with the Documents;
- (d) We, for any part of the contract, do not have any conflict of interest in accordance with ITB;
- (e) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB,
- (f) Our firm, its affiliates or subsidiaries including any Sub-contractors or Suppliers for any part of the contract, has not been declared ineligible by Jaipur Development Authority.
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We agree to permit Jaipur Development Authority or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Jaipur Development Authority.
- (j) We offer to execute in conformity with the Documents and conditions of contract the work of Operation and maintenance of Tourist Facility Centre, Choura Rasta, Jaipur on Commercial License basis for 10 years. Rates are offered separately in prescribed BoQ format.

Signature

Name.....

Firm.....

Signed in the capacity of..... Duly

authorized to sign the Bid for and on behalf

of.....Date:





[Validate](#)[Print](#)[Help](#)

## Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Operation and Maintenance of Tourist Facility Center, Choura Rasta, Jaipur, on Commercial License basis for 10 years.

Contract No: JDA/EE- ROB,RUB-IV/05/2017-18

Bidder Name :						
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	We offer to execute in conformity with the Documents and conditions of License Contract Agreement of "Operation and maintenance of Tourist Facility Centre, Choura Rasta, Jaipur on Commercial License basis for 10 years."	1.00	Job per quarter		0.0000	INR Zero Only
Total in Figures					0.0000	INR Zero Only
Quoted Rate in Words		INR Zero Only				