

## JAIPUR DEVELOPMENT AUTHORITY


Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004  
Telephone: +91-141-2569696 e.mail: rameshwarlal.mathur@mailjda.org

## NOTICE INVITING BID

NIB No. : EE-Garden-I/04/2017-18

Name & Address of the Procuring Entity	> Name: Executive Engineer-Garden-I, Jaipur Development Authority > Address: Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) > Email:- rameshwarlal.mathur@mailjda.org
Subject Matter of Procurement	> Operations and Maintenance of Wonderland - Food Court & Recreational Zone located at Ram Niwas Garden, Jaipur, Rajasthan for 10 years.
Period of work	> 120 Months (10 Years)
Bid Procedure	> Two stage open competitive E-bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	> H1 (eg. Highest Cost Based Selection (HCBS)-H1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	> 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>
Estimated Procurement Cost	> INR Rs. 10.00 Crore (Rupees Ten Crore only)
Website for online Bid application and <u>payment</u> *	> Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a> > For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee online only. Bid Security Deposit, may be deposited online or through bank guarantee method in prescribed format. <ul style="list-style-type: none"> <li>o Bidding document fee: Rs. 25000/- (Rupees Twenty Five Thousand only)</li> <li>o RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)</li> </ul>
Bid Security Deposit	> Amount (INR): 2% (Rs. 20,00,000/-) of Estimated Procurement Cost. > In case bidder opts to submit bid security through bank guarantee, the bank guarantee should valid up to 120 days from the date of opening of the bid.
Pre Bid Meeting	> Date 22.09.2017 at 4.00 PM
Publishing Date on SPP Portal	> Start Date: 06.09.2017 at 4:00 PM
Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal	> Start Date: 13.09.2017 at 4:30 PM
Bid Submission Start Date on e Proc Portal of GOR	> Start Date: 13.09.2017 at 4:30 PM
Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal	> End Date: 30.10.2017 at 6:00 PM
Bid Submission End Date on e Proc Portal of GOR	> End Date: 30.10.2017 at 6:00 PM
Physical Bank Guarantee (BG) Submission Start Date (In case bidder opts BG for Bid Security)	> Start Date: 31.10.2017 at 10:00 AM > Place of physical BG submission: Nodal officer, Room No. MB-SF-225A of Main Building, JDA, Jaipur.
Physical Bank Guarantee (BG) Submission Closing Date	> Closing Date: 02.11.2017 upto 6:00 PM

<b>**Bid Opening Date on e Proc Portal of GOR</b>	➤ Date 03.11.2017 at 11:30 AM ➤ Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)
<b>Bid Validity</b>	➤ 120 days from the bid submission deadline.
<p>*The amount is to be deposited online by bidder online or through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>The bidder will also have choice of submitting bid security deposit (BSD) through Bank Guarantee (BG) also. In case the bidder opt to submit bid security through BG, the bidder will provide details of BG viz. Bank guarantee No, issuing date, expiring date etc. on online tendering system of JDA. However the tender fees and processing charges of RISL continue to be paid through online mode only i.e. Payment Gateway or RTGS/NEFT.</p> <p>A copy of bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GoR.</p> <p>The original Bank Guarantee will be physically handed over only after schedule date and time of closing for submission of bid on e-procurement portal of GoR to Nodal Officer of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/ returned by procuring entity as per rules.</p> <p><b>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment &amp; Bid Submission AND Bid opening date.</b></p>	
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.</li> <li>2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.</li> <li>3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any 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. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.</li> <li>5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.</li> <li>6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a> Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur</li> <li>7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

  
 Executive Engineer (Garden-I)



### Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which 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).  
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 and RISL Processing Fee online on website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) only. Bid Security Deposit may be deposited online or through bank guarantee in the manner prescribed in bid document.
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 on line 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 requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. 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 detail is available on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) under eServices>>JDA Tender

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Portal

<b>Jaipur Development Authority, Jaipur. Bid Participation Receipt</b>	
	Date & Time:-
<b>Bid Detail</b>	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
<b>Bidder Detail</b>	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

<b>Dates Detail</b>		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

<b>Specific Instrument for eProc Rajasthan</b>			
<b>Instrument Type</b>			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

# **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

## **SCHEDULE AND SPECIFICATIONS**

**Name of work:** Operations and Maintenance of Wonderland – Food Court & Recreational Zone located at Ram Niwas Garden, Jaipur, Rajasthan for 10 years.

### **SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :**

The tenderer should see the site and fully understand the condition of the site before tending & should include all leads, lifts etc. for the material in his item rate for the items as given in the Schedule-G. Then work shall be carried out in accordance with the B.I.S./ IRC/ MORT&H/ IS/ Rajasthan PWD/ JDA detailed specification and to the entire satisfaction of Engineer-in-charge of the work.

### **SCHEDULE – 'B' : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:**

The drawings may be seen in the office of under signed.

### **SCHEDULE – 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:**

List of the drawing to be supplied by the contractor is Nil.

### **SCHEDULE – 'D' : TEST OF THE MATERIALS :**

The test of the material and working and workmanship shall be conducted by the Engineer-in-charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian Standard, the detailed specification of the B.I.S./ IRC/MORT&H/IS/ Public Works Department, Rajasthan. Proper quality control is required to be maintained by the Contractor. Qualified personnel as required under the contractor enlistment's rules shall have to be engaged at site by the Contractor. In case of failure, the department reserves the right to engage such staff and to recover wages from the Contractor. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

### **SCHEDULE – 'E' : SAMPLES OF THE MATERIALS :**

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In-charge and should be got approved by him before use.

### **SCHEDULE – 'F' : TIME OF COMPLETION :**

The work should start within 10 days of issue of work order and complete within the prescribed time period. In case of failure, the contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

### **SCHEDULE – 'G' : BILL OF QUANTITIES : Attached separately.**

### **SCHEDULE - 'H' : SPECIAL CONDITON : Attached separately.**

### **SCHEDULE – 'I' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT :**

No material will be supplied by the JDA. Contractor has to arrange all the materials at his own cost.

### **SCHEDULE – 'J' : COST OF BID DOCUMENTS, PROCESSING FEES & BID SECURITY:**

As per details given in Annexure -2

**Signature of the Bidder**  
**With full address**

  
**Executive Engineer (Garden-I)**  
**JDA, Jaipur**



## SPECIAL CONDITIONS

### **SCHEDULE 'H'**

1. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost.
2. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
3. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the tendered within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering he will stand debarred from participating in tendering in JDA for six months in addition to forfeiture of Earnest Money / Security Deposit / Performance Guarantee and other action under agreement

12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act.
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. Bid security shall be 0.50% of value of bid (only registered bidder in JDA) and shall remain valid 120 days beyond the original or extended validity period of the bid.
29. Performance security shall be 10 % of the amount of work order performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation and maintenance and object liability period.
30. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions 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 be applicable.

**SIGNATURE OF CONTRACTOR**  
With full address & Mobile No.

  
**Executive Engineer (Garden-I)**  
**JDA, Jaipur**

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or 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 subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.



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

### **Declaration by the Bidder**

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

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

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is **E.C. JDA, Jaipur**

The designation and address of the Second Appellate Authority is **ACS, UDH, 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) Form 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 authorised representative.

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

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

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

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



## **Annexure D :Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

### **2. Procuring Entity's Right to Vary quantities.**

- (i) At the time of award of contract, the quantity of 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.

**FORM No. 1**

**[see rule 83]**

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

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

- 1- Particulars of appellant :  
(i) Name of the appellant :  
(ii) Official address, if any:  
(iii) Residential address :
- 2- Name and address of the respondent(s):  
(i)  
(ii)  
(iii)
- 3- Number and date of the order appealed  
against and name and designation of the  
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**



# **JAIPUR DEVELOPMENT AUTHORITY**

Department of Urban Development and Housing  
Government of Rajasthan

**Technical Bid (Part-I)  
BID DOCUMENTS  
for  
Operations and Maintenance of Wonderland – Food Court &  
Recreational Zone located at Ram Niwas Garden, Jaipur,  
Rajasthan for 10 years**

**Executive Engineer (Garden-I), JDA, Jaipur**

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**JAIPUR DEVELOPMENT AUTHORITY  
Ram Kishor Vyas Bhawan, Indra Circle, Jawaharlal Nehru Marg, Jaipur-302004**



# **VOLUME-I**

## **INSTRUCTIONS TO BIDDERS**

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## 1. DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Jaipur Development Authority (the “**Authority**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the 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 RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority 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 RFP.

The 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 RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or **Licensee**, as the case may be, for the Project and the 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 the 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 the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



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## 2. INTRODUCTION

### 2.1 Introduction

Jaipur Development Authority (JDA or the “Authority”) is a body constituted under Jaipur Development Authority Act 1982 (Act. 25) mandated to undertake the urban development of Jaipur City as envisaged by the Department of Urban Development and Housing, Government of Rajasthan. JDA’s mission involves the planned, holistic and inclusive development of Jaipur metropolitan city including its 725 villages and 3,000 Sq. Km area. JDA is charged and empowered to create basic infrastructure to meet the needs of the population and plan for the required expansion of the city. Major functions of JDA includes the following:

- Infrastructure development by construction of flyovers, bridges, parking places.
- Development of commercial projects and residential schemes, etc.
- Development of basic amenities like community centres, parks, ring roads.
- Development and rehabilitation of kacchi bastis etc.
- Preparation and implementation of master plan.
- Preparation and implementation of guidelines for colonization.
- Environmental development by planning and implementing roadside plantations and by developing eco-friendly schemes.
- Development of rural area around Jaipur.
- Development of transport facilities like Mass Rapid Transport System (MRTS), Transport Nagar, and major sector roads.

### 2.2 Project Concept

JDA has envisaged the development of the Wonderland -a Food and Recreational Zone (**the “Project”**) spread across an area of 11,286 sq. mt. located at Ram Niwas Garden, Jaipur, Rajasthan.

The project has been conceptualized as a heritage village themed project considering the location of the project is adjacent to the Ram Niwas Garden in the heart of the city. Jaipur in Rajasthan is a prominent pit stop in the Golden Triangle tourist circuit and the most sought after tourist destinations for international tourists visiting the State. Capitalizing on the heritage & tradition theme, the Wonderland project is conceptualized operate as a traditional food street/heritage village themed based entertainment center, featuring a host of Food outlets serving traditional cuisines along side ‘theme’ based entertainment activities. The design and architecture of the facility has also been conceptualized to highlight rajasthani heritage/ traditional theme. The project is envisaged to act as a tourist destination within the city which offers a flavour of Rajasthani heritage alongside an assortment of Food outlets offering local traditional specialities to locals and tourists like a food street.

### 2.3 Project Details

The Project includes 26 shops for Food related enterprises, 648 sq. mt. of food court area with a seating capacity of 140 to 150 persons, 256 sq. mt. of amphitheatre area with a seating capacity of

400 to 500 persons and 736 sq mt. of parking area. JDA is currently undertaking the construction of the zone and the construction works are nearing completion.

## 2.4 Project Objective & Structure

JDA has decided to undertake the Operations & Maintenance (O&M) of the Project through Public-Private Partnership (PPP) by way of open competitive bidding process involving selection of a private sector operations and maintenance agency for operating and managing the Wonderland food court cum recreational zone. The Project shall be awarded as per the terms and conditions laid down in this Request for Proposal (RFP) Document.

The Selected Bidder, who can be a single firm or joint venture /consortium of firms, shall incorporate or execute, in accordance with the terms of this RFP, an appropriate Special Purpose Vehicle (SPV) under the Companies Act, 2013 to undertake the Operations and Maintenance of the Project. In case the bidder is a consortium or joint venture, the number of members comprising the consortium or joint venture shall be restricted to 2 (two). The SPV (the “**Licensee**”) shall be responsible for Operations and Maintenance of the Project under and in accordance with the provisions of an **O&M License agreement** (the “**O&M License agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

The scope of work for the **Licensee** shall broadly include management, operations and maintenance of the Project including leasing/monetizing of food stalls, food court area, amphitheatre/stage area, parking spaces etc, collection of revenues/parking charges/entry fees/rentals etc., undertaking landscaping, maintenance works, property management and ensuring smooth functioning of the Project. **The Licensee shall have to strictly adhere to the envisaged heritage theme ensuring the Food outlets operating within the project offer visitors heritage village/ traditional theme experience and food street/FOOD options adhere to the traditional/heritage theme.**

The **O&M License agreement** sets forth the detailed terms and conditions for the **Licensee**, including the scope of the **Licensee's** services and obligations. The duration of the **O&M License agreement** shall be a period of ten (10) years extendible further for a period of five (5) years by mutual consent. The **Licensee** shall, in consideration of its services, be entitled to levy and collect rental from food stalls / shops, user fees from use of amphitheatre, parking spaces, rentals from and other possible revenue sources as applicable.

The statements and explanations contained in this RFP are intended to provide a better understanding to the prospective Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the **Licensee** set forth in the **O&M License agreement** or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the **O&M License agreement** to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP 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.

The Authority shall receive proposals, including the Technical Proposal and Financial Proposal (collectively referred to as the “**Bid**”) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.6 for submission of Bids (the “**Bid Due Date**”).

## 2.5 Brief description of Bidding Process

- 2.5.1 The Authority has decided to undertake the bidding process through the e-procurement. Prospective bidders may register and familiarize themselves with the e-procurement rules & processes, before submitting their Bids on the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>). Only Bids submitted on the e-tendering portal shall be considered and no proposals sent by fax / courier / post or email shall be entertained.
- 2.5.2 The Authority has adopted a single stage bidding process (the “Bidding Process”) for selection of the Bidder for award of the Project. In response to this RFP, prospective bidders may submit their Technical Proposal and Financial Proposal on the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>). The Bid shall be valid for a period of not less than 90 (ninety) days from the Bid Due Date.
- 2.5.3 The Technical Proposals shall be evaluated first for evaluating technical qualification of Bidders in accordance with the provisions of the RFP. Subsequent to the evaluation of technical proposals, the Authority shall shortlist technically qualified Bidders. Financial Proposals of only the technically qualified Bidders shall be considered for Financial Evaluation.
- 2.5.4 The Bidding Documents include the Draft O&M License agreement for the Project which is enclosed in Volume II of this RFP. The aforesaid documents and any corrigenda / agenda issued subsequently, will be deemed to form part of the Bidding Documents.
- 2.5.5 A Bidder is required to deposit, along with its Bid, a bid security of **Rs. 20,00,000/- (Rupees Twenty Lakh Only) (the “Bid Security”)**, refundable not later than 120 (One hundred Twenty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till a Performance Security is provided under the O&M License agreement. Bid security shall be payable online through the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>). Bids that are not accompanied by the Bid Security shall be summarily rejected.
- 2.5.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the O&M License agreement for the Project.
- 2.5.7 Financial Bids are invited for **Annual Assured Revenue in Rs. 1,00,00,000/- (Rupees Hundred Lakh Only) per annum (the “Bid Parameter”)** that shall be payable by the Licensee to the Authority; in lieu of the concession to determine and levy rentals & user charges and collect revenues from the project. The Annual Assured Revenue quoted by the bidder shall be applicable for the first year of the O&M License agreement and will be escalated at 10% per annum from the second year onwards.
- 2.5.8 In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the **Highest Annual Assured Revenue amongst all technically qualified bidders**. The duration and other terms are pre-determined, as indicated in the draft O&M License agreement, and the Annual Assured Revenue shall constitute the sole criteria for evaluation of financial bids. Subject to the provisions of Clause 3.17, the Project will be awarded to the Highest Bidder.
- 2.5.9 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to

match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

2.5.10 Details of the process to be followed and the terms thereof are prescribed in this RFP.

2.5.11 Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail addressed to the officer designated below. The communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: RFP for Selection of Licensee for Operations and Maintenance of Wonderland located near Ram Niwas Garden, Jaipur, Rajasthan”.**

**Designated Officer : Executive Engineer (Garden-I)**

**Designation : Executive Engineer (Garden-I)**

**Email ID : rameshwarlalmathur@gmail.com**

2.5.12 Details of the bidding process, the scope of services and O&M License agreement are provided further in this RFP.

## 2.6 Schedule of Bidding Process:

The Authority shall endeavour to adhere to the following schedule for the bidding process

<i>Name &amp; Address of the Procuring Entity</i>	<ul style="list-style-type: none"> <li>➤ Name: Executive Engineer-Garden-I, Jaipur Development Authority</li> <li>➤ Address: Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)</li> <li>➤ Email:- rameshwarlal.mathur@mailjda.org</li> </ul>
<i>Subject Matter of Procurement</i>	➤ Operations and Maintenance of Wonderland – Food Court & Recreational Zone located at Ram Niwas Garden, Jaipur, Rajasthan for 10 years.
<i>Period of work</i>	➤ 120 Months (10 Years)
<i>Bid Procedure</i>	➤ Two stage open competitive E-bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<i>Bid Evaluation Criteria (Selection Method)</i>	➤ H1 (eg. Highest Cost Based Selection (HCBS)-H1)
<i>Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.</i>	➤ 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>
<i>Estimated Procurement Cost</i>	➤ INR Rs. 10.00 Crore (Rupees Ten Crore only)
<i>Website for online Bid application and payment *</i>	<ul style="list-style-type: none"> <li>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee online only. Bid Security Deposit, may be deposited online or through bank guarantee method in prescribed format. <ul style="list-style-type: none"> <li>○ Bidding document fee: Rs. 25000/- (Rupees Twenty Five Thousand only)</li> <li>○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)</li> </ul> </li> </ul>
<i>Bid Security Deposit</i>	<ul style="list-style-type: none"> <li>➤ Amount (INR): 2% (Rs. 20,00,000/-) of Estimated Procurement Cost.</li> <li>➤ In case bidder opts to submit bid security through bank guarantee, the bank guarantee should valid up to 120 days from the date of opening of the bid.</li> </ul>
<i>Pre Bid Meeting</i>	➤ Date 22.09.2017 at 4.00 PM
<i>Publishing Date on SPP Portal</i>	➤ Start Date: 06.09.2017 at 4:00 PM
<i>Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal</i>	➤ Start Date: 13.09.2017 at 4:30 PM
<i>Bid Submission Start Date on e Proc Portal of GOR</i>	➤ Start Date: 13.09.2017 at 4:30 PM
<i>Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal</i>	➤ End Date: 30.10.2017 at 6:00 PM
<i>Bid Submission End Date on e Proc Portal of GOR</i>	➤ End Date: 30.10.2017 at 6:00 PM
<i>Physical Bank Guarantee (BG) Submission Start Date</i>	➤ Start Date: 31.10.2017 at 10:00 AM
<i>(In case bidder opts BG for Bid Security)</i>	➤ Place of physical BG submission: Nodal officer, Room No. MB-SF-225A of Main Building, JDA, Jaipur.
<i>Physical Bank Guarantee (BG) Submission Closing Date</i>	➤ Closing Date: 02.11.2017 upto 6:00 PM
<i>**Bid Opening Date on e Proc Portal of GOR</i>	<ul style="list-style-type: none"> <li>➤ Date 03.11.2017 at 11:30 AM</li> <li>➤ Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)</li> </ul>
<i>Bid Validity</i>	➤ 120 days from the bid submission deadline.

## 2.7 Pre-Bid Conference:

A pre-bid conference has been organized by the Authority for providing clarifications to prospective bidders in case any are required. The date, time and venue of the Pre-Bid Conference shall be notified through e-tendering portal



### 3. INSTRUCTIONS TO BIDDERS

#### 3A. GENERAL

##### 3.1 Eligibility of Bidders

- 3.1.1 A Bidder may be a single private sector entity or a combination of entities, with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV).
- 3.1.2 In the case of a JV, the following conditions shall apply: -
- (a) Not more than 2 entities shall be allowed as part of the consortium/joint venture
  - (b) all parties to the JV shall be jointly and severally liable; and
  - (c) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the O&M License agreement, during O&M License agreement execution.
  - (d) All parties of the JV adhere to conditions applicable to consortium/joint venture as prescribed in this RFP
- 3.1.3 In the event the bidder (single bidder or Consortium/JV as the case maybe) is declared the selected Bidder and awarded the Project, it shall compulsorily incorporate a special purpose vehicle (**the “SPV”**) under the Indian Companies Act, 2013 for entering into an **O&M License agreement** with the Authority and for performing all its obligations as the **Licensee** in terms of the **O&M License agreement** for the Project.
- 3.1.4 A Bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the Bidding Process. The Authority shall consider a conflict of interest to be a situation in which a bidder has interests that could improperly influence its performance of O&M License agreement obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under the Code of Integrity for Bidders as per the relevant provisions provided in Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012. The Authority may take appropriate actions, against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the **O&M License agreement** or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the

subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 3.1.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

*Explanation:* In case a Bidder is a Consortium/ Joint venture, then the term Bidder as used in this Clause 3.1.3, shall include each Member of such Consortium/ Joint venture.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium/ Joint Venture, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

## 3.2 General terms of bidding

- 3.2.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 3.2.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft **O&M License 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 **O&M License agreement**.
- 3.2.3 The Technical Proposal should be furnished in the format prescribed at Appendix I including all forms prescribed in Annex 1- 7 & the Financial Proposal should be furnished in the format

- prescribed at Appendix II, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 3.2.4 The financial Bid shall consist of Annual Assured Revenue to be quoted by the Bidder payable to the Authority as per the terms and conditions of this RFP and the provisions of the **O&M License agreement**.
- 3.2.5 The Bidder shall deposit a **Bid Security of Rs. 20,00,000/- (Rupees Twenty Lakh Only)** in accordance with the provisions of this RFP payable online through the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>). The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the **O&M License agreement**.
- 3.2.6 The bidder can be a single firm or a joint venture/ consortium of firms. Single bidder should submit a Power of Attorney as per the format at Appendix I – Annex 5, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Joint Venture/Consortium, Members of the JV/Consortium shall furnish a **Power of Attorney** in favour of the Lead Member in the format provided in Annex 6 of Appendix I.
- 3.2.7 Further, in case the bidder is a Consortium/Joint Venture, the Members of such JV/Consortium shall enter into a **Joint Bidding Agreement** as prescribed in Annexure 7A of Appednix –I of this RFP. The members of the joint venure/consortium shall fulfill the conditions prescribed for Consortium/Joint Venture bidder as in **Annexure 7A** of Appendix – I and all relevant provisions prscribed in the Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012.
- 3.2.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.2.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.2.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. 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. The provisions of this Clause 3.2.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.2.11 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LoA or (ii) execution of the **O&M License agreement**. In the event any such adviser is engaged by the Selected Bidder or **Licensee**, as the case may be, after issue of the LoA or execution of the **O&M License agreement** for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoA or the **O&M License agreement** and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or

Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LoA or the O&M License agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Licensee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

3.2.12 This RFP is not transferable.

3.2.13 Any award of project pursuant to this RFP shall be subject to the terms of Bidding Documents.

### 3.3 Change in composition of the Consortium

3.3.1 Where the Bidder is a Consortium/Joint Venture, change in composition of the Consortium/Joint Venture may be permitted by the Authority during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.
- (d) the new Member(s) adhere to the conditions prescribed for Consortium/Joint Venture bidder as in Annexure 7A of Appendix – I and all relevant provisions prescribed in the Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012.

3.3.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

3.3.3 The modified / reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially in the form provided in Appendix I - Annex 8, prior to the Bid Due Date.

3.3.4 The option of change in composition of the Consortium which is available under Clause 3.3.1 may be exercised by any Bidder who is either a Consortium/JV or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium/JV shall be a Bidder or the member of a Consortium/JV which has been pre-qualified.

### 3.4 Change in Ownership

3.4.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 3<sup>rd</sup> (third) anniversary of the date of commercial operation of the Project, hold equity share

capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Licensee; and (ii) 5% (five per cent) of the Total Project Cost specified in the O&M License agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the O&M License agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the O&M License agreement, be deemed to be a breach of the O&M License agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 3.4.1 shall apply only when the Bidder is a Consortium/Joint Venture. All relevant conditions prescribed in Annexure 7A of Appendix – I and Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012 shall also be applicable in case of change of ownership in the consortium/joint venture bidder.

- 3.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of evaluation, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the O&M License agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the O&M License agreement, be deemed to be a breach of the O&M License agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Licensee. In such an event, notwithstanding anything to the contrary contained in the O&M License agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the O&M License agreement or otherwise.

### 3.5 Cost of Bidding

- 3.5.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 3.6 Site visit and verification of information

- 3.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 3.6.2 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
  - (b) received all relevant information requested from the Authority;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.6.1 above;



- (d) satisfied itself about all matters, things and information including matters referred to in Clause 3.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the O&M License agreement by the Licensee;
  - (f) acknowledged that it does not have a Conflict of Interest; and
  - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.6.3 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 Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### 3.7 Verification and Disqualification

- 3.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 3.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 4.4.4 and 4.4.5 or
  - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 3.7.3 In case it is found during the evaluation or at any time before signing of the O&M License agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LoA or entering into of the O&M License agreement, and if the Selected

Bidder has already been issued the LoA or has entered into the **O&M License agreement**, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the **Licensee**, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or **Licensee**. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the **O&M License agreement**, or otherwise.

### 3B. DOCUMENTS

#### 3.8 Contents of the RFP

- 3.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Corrigenda / Addenda issued in accordance with Clause 3.10.

##### Invitation for Bids

1. Introduction
2. Instructions to Bidders
3. Evaluation of Bids
4. Fraud and Corrupt Practices
5. Pre-Bid Conference
6. Miscellaneous

##### Appendices

##### Appendix I: Letter of Technical Proposal

- Appendix I – Annex 1: Particulars of the Applicant
- Appendix I – Annex 2: Technical Capacity of the Applicant
- Appendix I – Annex 3: Financial Capacity of the Applicant
- Appendix I – Annex 4: Details of Eligible Projects
- Appendix I – Annex 5: Power of Attorney for signing of Bid
- Appendix I – Annex 6: Power of Attorney for Lead Member of Consortium
- Appendix I – Annex 7: Joint Bidding Agreement
- Appendix I – Annex 7A: Joint Venture Conditions

##### Appendix II: Financial Proposal

##### Appendix III: Terms of Reference

- 3.8.2 The draft **O&M License agreement** provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

#### 3.9 Clarifications

- 3.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing via the e-tendering portal or through e-mail in accordance with Clause 2.5.11. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 2.6. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail and uploaded on the e-tendering portal of the Authority. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 3.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 3.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### 3.10 Amendment of RFP

- 3.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 3.10.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 3.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## 3C. PREPARATION AND SUBMISSION OF BIDS

### 3.11 Format and Signing of Bid

- 3.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.11.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### 3.12 Sealing and Marking of Bids

- 3.12.1 The Bidder shall submit the Technical Proposal in the format specified at Appendix-I and the Financial Proposal in the format specified at Appendix-II through the e-tendering portal. The pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder
- 3.12.2 The technical proposal shall include:
- (a) Appendix – I including with Annex 1 to Annex 7 as applicable
  - (b) A copy of the **O&M License agreement** with each page initialed by the person signing the Bid in pursuance of the Power of Attorney.
- 3.12.3 The scanned copies of the signed and sealed, Technical Proposal and Financial Proposal shall be uploaded on the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>).
- 3.12.4 Bids submitted by post, courier, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- ### 3.13 Bid Due Date
- 3.13.1 Bids should be submitted on the e-tendering portal before the Bid Due Date in the manner and form as prescribed in this RFP.

- 3.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.10 uniformly for all Bidders.

**3.14 Late Bids**

- 3.14.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**3.15 Contents of the Financial Proposal**

- 3.15.1 The Financial Proposal shall be furnished in the format at Appendix II and shall consist of an Annual Assured Revenue to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Annual Assured Revenue offered by it to undertake the Project in accordance with this RFP and the provisions of the **O&M License agreement**. Generally, the Project will be awarded to the Highest Bidder.

- 3.15.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

- 3.15.3 The proposed **O&M License agreement** shall be deemed to be part of the Bid.

**3.16 Modifications/ Substitution/ Withdrawal of Bids**

- 3.16.1 The Bidder cannot modify, substitute or withdraw its Bid after submission.

- 3.16.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**3.17 Rejection of Bids**

- 3.17.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 3.17.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

**3.18 Validity of Bids**

- 3.18.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

**3.19 Confidentiality**

- 3.19.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders 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 the 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 the Authority or as may be required by law or in connection with any legal process.

### 3.20 Correspondence with the Bidder

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

## 3D. BID SECURITY

### 3.21 Bid Security

- 3.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 3.2.5 hereinabove payable online through the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>).
- 3.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 3.21.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. The refund of Bid Security shall be remitted to the same bank account through which the Bidder has paid the Bid Security while submitting its bid on the e-tendering portal of JDA (<http://service.jaipurjda.org/etender>).
- 3.21.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Licensee signing the O&M License agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the O&M License agreement.
- 3.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 3.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.21.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or under the O&M License agreement, or otherwise, if
- (a) Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;
  - (b) Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (c) the Selected Bidder fails within the specified time limit -
    - i. to acknowledge and return the signed copy of LoA; or
    - ii. to sign the O&M License agreement; or

- iii. to furnish the Performance Security within the period prescribed therefor in the O&M License agreement.
- (d) the Selected Bidder, having signed the O&M License agreement, commits any breach thereof prior to furnishing the Performance Security.

## 4. EVALUATION OF BIDS

### 4.1 Opening and Evaluation of Bids

- 4.1.1 The Authority shall open the Bids at 11:30 hours on the Bid Due Date, at the place specified in Clause 2.7 and in the presence of the Bidders who choose to attend.
- 4.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 4.
- 4.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### 4.2 Tests of Responsiveness

- 4.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- (a) it is received as per the format at Appendix-I & Appendix-II;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 3.13.2;
- (c) it is signed and sealed and submitted as stipulated in Clauses 3.11 & 3.12;
- (d) it is accompanied by the Bid Security as specified in Clause 3.2.5;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 3.2.6 & 3.2.6, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

- 4.2.2 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. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### 4.3 Evaluation of Technical Proposals

- 4.3.1 The Technical Proposal of the Bidders, whose Bids are found responsive as per Clause 4.2, will be evaluated for Technical Evaluation
- 4.3.2 The Bidder's technical competence and capability is proposed to be established by the following parameters
  - (a) Technical Capacity; and
  - (b) Financial Capacity.

- 4.3.3 **Technical Capacity:** A Bidder should meet the following criteria to demonstrate its technical capacity for this Project

- (a) **Operations & Maintenance Experience of Similar Projects:** Bidders must have a continuous experience of minimum three (3) years, in the time period starting 1<sup>st</sup> April 2012 till 31<sup>st</sup> March 2017 with respect to leasing, operating and/or managing **at least 2 (two) Similar Projects**.

For the purposes of evaluation under this RFP, 'similar projects' would mean **hospitality/Hotels/Resturant Industry** shall also be considered.

- 4.3.4 **Financial Capacity:** **A Bidder having experience of hospitality/hotelo/restaurant industry who have financial capacity of 10 crore average turnover at least in last three year will be considered.**

- 4.3.5 Bidders who successfully fulfil the Technical Capacity & Financial Capacity shall be deemed technically qualified for the project. Based on the evaluation of technical proposals, the Authority shall shortlist technically qualified Bidders for evaluation of Financial Proposals.

#### 4.4 Evaluation of Financial Proposals & Selection of Bidder

- 4.4.1 Subject to the provisions of Clause 3.17.1, Financial Proposals of Bidders whose Bid is adjudged as responsive in terms of Clause 4.2.1 and technically qualified as per Clause 4.3 shall be considered for financial evaluation.
- 4.4.2 The Bidder who quotes the Highest Annual Assured Revenue amount in its financial proposal to the Authority, shall ordinarily be declared as the selected Bidder (**the "Selected Bidder"**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.4.3 In the event that two or more Bidders quote the same amount of Annual Assured Revenue (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 4.4.4 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 4.4.5 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 4.4.4, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 4.4.6 After selection, a Letter of Award (LoA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of

such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.

- 4.4.7 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the Licensee to execute the O&M License agreement within the period prescribed in Clause 2.6. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

4.5 **Contacts during Bid Evaluation**

- 4.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

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## 5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the **O&M License agreement**. Notwithstanding anything to the contrary contained herein, or in the LoA or the **O&M License agreement**, the Authority may reject a Bid, withdraw the LoA, or terminate the **O&M License agreement**, as the case may be, without being liable in any manner whatsoever to the Bidder or **Licensee**, as the case may be, if it determines that the Bidder or **Licensee**, as the case may be, 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. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the **O&M License agreement**, or otherwise.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the **Licensee**, or otherwise if a Bidder or **Licensee**, as the case may be, is found by the 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, or after the issue of the LoA or the execution of the **O&M License agreement**, such Bidder or **Licensee** shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or **Licensee**, as the case may be, is found by the 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 practices, as the case may be.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (c) **“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 the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the **O&M License agreement** or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.11 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the **O&M License agreement**, as the case may be, any person in respect of any matter relating to the Project or the LoA or the **O&M License agreement**, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (d) **“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;
  - (e) **“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;



- (f) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the 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
- (g) “**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.

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## 6. PRE-BID CONFERENCE

- 6.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place as specified in Clause 2.7. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate in the pre-bid conference.
- 6.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 6.3 If any suggestions received from the bidder during the prebid conference, all these suggestion will be a part of bid documents after approval of JDC.

## 7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Rajasthan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (h) 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;
  - (i) consult with any Bidder in order to receive clarification or further information;
  - (j) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (k) 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.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

# APPENDICES

## Appendix I: Letter of Technical Proposal

*(On letter head of Bidder / Lead Member of Consortium)*

To,  
The \_\_\_\_\_,  
Jaipur Development Authority  
Ram Kishor Vyas Bhawan,  
Indra Circle, Jawaharlal Nehru Marg,  
Jaipur-302004, Rajasthan

Sir,

**Subject: RFP for Selection of Licensee for Operations and Maintenance of Wonderland located near Ram Niwas Garden, Jaipur, Rajasthan**

Please find enclosed, our Technical Proposal for Operations and Maintenance of Wonderland located near Ram Niwas Garden, Jaipur, Rajasthan in response to the Request for Proposal (RFP) Document dated \_\_\_\_\_ issued by Jaipur Development Authority (JDA).

The Bid is being submitted by \_\_\_\_\_ (*name of the Bidding Company*) who is the Bidding Company in accordance with the conditions stipulated in the RFP.

OR

The Bid is being submitted by \_\_\_\_\_ (*name of the Lead Member*) who is the Lead Developer of the Bidding Consortium comprising \_\_\_\_\_ (*mention the names of the entities who are the Consortium Members*), in accordance with the conditions stipulated in the RFP.

We hereby confirm the following:

1. We have examined in detail and have understood its content and the terms and conditions stipulated in the RFP Document and in any subsequent communication sent by JDA. 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 RFP or in any of the subsequent communications from JDA.
2. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
3. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP. The Bidding Consortium of which we are the Lead Member satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
4. We as the Bidding Company/ Lead Member, designate Mr./ Ms. \_\_\_\_\_ (*mention name, designation, contact address, phone no., fax no., etc.*), as our Authorized Representative and Signatory

who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into O&M License agreement ual commitments etc. on behalf of the us in respect of the Project.

For and on behalf of :

Signature :

(Authorized Representative and Signatory of the Bidder or Lead Member of the Bidding Consortium)

Name of the Person :

Designation :

Company Seal :

(Authorized Representative and Signatory of the Consortium/JV Partners of the Bidding Consortium)

Name of the Person :

Designation :

Company Seal :

## Appendix I – Annex 1: Particulars of the Applicant

### Details of Bidder (Single entity or the Lead member of the Consortium / JV)

- a. Name:
- b. Legal Status:
- c. Country of incorporation:
- d. Address of the corporate headquarters (if any) in India:
- e. Year of Incorporation:
- f. Role of Entity: (*Lead Member/Sole Member*)

### Details of non-lead member of the Consortium / JV, if any

- a. Name:
- b. Legal Status:
- c. Country of incorporation:
- d. Address of the corporate headquarters (if any) in India:
- e. Year of Incorporation:
- f. Role of Entity: (*Operations Consortium Partner/Financial Consortium Partner/etc.*)

### Details of individual(s) who will serve as the point of contact / communication for the Authority within the Company:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Fax Number:
- g. E-Mail Address:

Signature

For and on behalf of (Name of the Bidder)

(Name of the Authorized Signatory)

Designation

Place:

Date:

### To be compulsarily enclosed:

1. Documents certifying Bidder's legal status/ Certificate of incorporation / registration (duly certified/notarized).
2. Details of MoU/ Agreement for the Consortium/Joint Venture arrangement shall also be submitted herewith, clearly defining the roles and responsibilities of each consortium member/JV partner for the purpose of this RFP and the **O&M License agreement**. The MoU/Agreement shall be duly executed as a valid legal document as per the pertinent laws and shall be duly notarized.



## Appendix I – Annex 2: Technical Capacity of the Applicant

(Refer Clause 4.3.2 (a))

S. No.	Name of Bidder / Consortium Member	Project Name & Location	Type of *Similar Project	Operational responsibilities of Bidder	Years during which the facility was operational by the Bidder
1					
2					
3					

For the purposes of evaluation under this RFP, 'similar projects' would mean Cafeterias / Food Courts, Branded Food Outlets, Theatres / Multiplexes, Shopping & Commercial Complexes, Haats / Cultural Markets, Hotels & Hospitality Facilities, Recreational Tourism Centers, Amusement Parks, Entertainment Parks etc. necessarily involving facilities for Food and public recreation. In addition, experience of event management and hospitality management shall also be considered.

### To be enclosed

- 1 Supporting documents for Duration of Operations and Operational responsibilities of the Bidder / Consortium Member.
- 2 Copies of the project O&M License agreement (s) showing the first page, preamble page and signing page of the O&M License agreement s for each of the projects listed in the table above.
- 3 Supporting documents for size of the project, project revenues etc.
- 4 A certificate from an Auditor certifying the revenues/turnover & other above information.

*The Authority reserves the right to seek references for verifying the information provided herein*

## Appendix I – Annex 3: Financial Capacity of the Applicant

(Refer Clause 4.3.2 (b))

S. No.	Name of Bidder / Consortium Member	Percentage Shareholding in SPV	Average Annual Turnover, over the last 3 (three) financial years
1			
2			
3			

### Instructions:

- The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
  - reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements; and
  - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- In the case of a Consortium/Joint Venture, a copy of the Joint Bidding Agreement along with MOU/Agreement shall be submitted. MoU/ Agreement for the Consortium/Joint Venture arrangement shall clearly define the roles and responsibilities of each consortium member/JV partner for the purpose of this RFP and subsequent **O&M License agreement**. The MoU/Agreement shall be duly executed as a valid legal document as per the pertinent laws and shall be duly notarized.
- The Applicant shall provide an Auditor's Certificate specifying the Turnover of the Applicant & its consortium members, as applicable, in accordance with the RFP

**Appendix I – Annex 4: Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium/Joint Venture)*

Date:

To,

.....

.....

.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP.

Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

## Appendix I – Annex 5: Power of Attorney for Submission of Bid Proposal

(Refer Clause 3.2.6)

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 the *(insert project name here)* Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all O&M License agreement s including the Concession 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 of the Concession 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 Attorney 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 Attorney 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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

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 executant(s) 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.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## Appendix I – Annex 6: Power of Attorney for Lead Member of Consortium

*(Refer Clause 3.2.6)*

Whereas the ..... (the “Authority”) has invited bids from pre-qualified and short-listed parties for the ..... Project (the “Project”).

Whereas, ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

### **NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ O&M License agreement , during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute O&M License agreement s and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND 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 Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....

(Signature, Name & Title)



For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)

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 executant(s) 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.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## Appendix I – Annex 7: Joint Bidding Agreement

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

### AMONGST

1. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**First Part/Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST & SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

### WHEREAS,

(A) Jaipur Development Authority, established under the Jaipur Development Authority Act 1982 (Act. 25), represented by its Chairman and having its principal offices at Ram Kishor Vyas Bhawan, Indra Circle, Jawaharlal Nehru Marg, Jaipur-302004 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**BID**”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for Selection of **Licensee**

for Operations and Maintenance of Wonderland – Food Court & Recreational Zone located at Ram Niwas Garden, Jaipur, Rajasthan Project (the “**Project**”) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium/Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium/Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy of the MoU/Joint Venture Agreement with the Application.

### NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

#### 2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”)/Joint Venture (“the **Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium/Joint Venture and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall compulsorily incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into an **O&M License agreement** with the Authority and for performing all its obligations as the **Licensee** in terms of the **O&M License agreement** for the Project.

### 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the ‘Lead member’ of the Consortium/JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium/JV during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be \_\_\_\_\_ Member of the Consortium;

### 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the **O&M License agreement**, till such time as the Completion of the Project is achieved under and in accordance with the **O&M License agreement**.

### 6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party        :

Second Party    :

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the 3<sup>rd</sup> (third) anniversary of the date of commercial operation of the Project, be held by the Parties of the First and Second Part whose technical experience and financial capacity have been reckoned for the purposes of qualification and shortlisting of Applicants for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the 3<sup>rd</sup> (third) anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the 3<sup>rd</sup> (third) anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the **O&M License agreement**.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, **license**

or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## 9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

9.3 The Parties acknowledge and accept that this Agreement adheres to the provisions prescribed for Consortium/JV under the Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of SECOND PART by

(Signature)

(Name)

(Designation)

(Address)

In the presence of witnesses:

Witness 1.

Witness 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

4. Copies of any other supporting relevant document/MoU/Agreement entered into by parties to this Joint Bidding Agreement shall also be attached herewith.

5. An original self declaration shall be furnished; on company letterheads by each members of consortium/JV; stating compliance with & acceptance to the conditions in Annexure 7A of the RFP. Such declarations shall be duly submitted along with the Joint Bidding Agreement, signed by authorized signatories of the Lead Member & Consortium/JV partner.



## Appendix I – Annex 7A: Joint Venture Conditions

*(Reference Jaipur Development Authority Office Order No. JDA/Ex.En. (TA to Director Engg -I)/2015-2016D- 374 dated 3/6/15)*

### JOINT VENTURE LIMIT & CONDITIONS

In case the bidder comprises a joint venture or consortium, the following requirements shall be complied with:

- a. The total number of JV partners shall not exceed 2 (Two). They must designate lead partner duly authorized by all the members who will represent the JV. Any of the two partners can be the lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.
- b. The partner-in-charge (or the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partners of the Joint Venture, whether jointly or separately, and entire execution of the O&M License agreement (including payment) shall be carried out exclusively through the partner-in-charge.
- c. The share of one of the two partners shall not be less than 26 % and rest of the share shall be held by other partner (For example if share of one partner is 26 % then for other partner it will be 74%). The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the JV partners. Similarly, any negotiation and / or agreement with the lead partner shall be deemed to have been concluded with all the JV partners. All the members of JV shall be bound by the said communication and all acts/ deeds of the lead member.
- d. Any one of the two partners, alone, should fulfill the technical capacity. Similarly, any one of the two partners, alone, should fulfill the Financial capacity. For any other eligibility criteria, qualifications of the two partners may be clubbed together.
- e. The individual partner of JV alone or with other partners cannot participate in the same bid.
- f. Bid capacity is to be calculated by clubbing turnover and work in hand of all the joint venture firms.
- g. Attested copy of the MoU/ Agreement/ Power of attorney entered into by the joint venture/consortium members duly notarized, shall be submitted along with the bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
- h. All the members or the joint venture/consortium shall be jointly and severally liable for the execution of the O&M License agreement .
- i. In the event of default by any member of the joint venture/ consortium in the execution of his part of the O&M License agreement , the partner-in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of the part of O&M License agreement .
- j. If initially the bid is purchased and submitted by the any partner or by the JV firm, in case of JV bid is accepted, the work order will be issued in favour of name of JV and the bidder will submit details of the JV bank account to which payment is to be deposited by JDA

- k. The experience certificate will be issued as per the percentage of the shareholders defined in JV agreement of the two partners.

## Appendix II: Financial Proposal

*(To be submitted on company letterhead and signed by the Bidder's Authorized signatory)*

To,  
The Commissioner,  
Jaipur Development Authority  
Ram Kishor Vyas Bhawan,  
Indra Circle, Jawaharlal Nehru Marg,  
Jaipur-302004, Rajasthan

Sir,

**Subject:** RFP for Selection of Licensee for Operations and Maintenance of Wonderland located near Ram Niwas Garden, Jaipur, Rajasthan

As per the terms of the Request for Proposal (RFP) No. \_\_\_\_\_ Dated \_\_\_\_\_, we hereby submit our Financial Proposal for the Project.

In case the Project is awarded to us, we assure to pay the Jaipur Development Authority an Annual Assured Revenue of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) payable per annum inclusive of all applicable taxes. We confirm that this Annual Assured Revenue shall be subject to an annual escalation of 5% per annum. We further assure to pay the 1<sup>st</sup> installment of the Annual Assured Revenue within 15 days of signing/start of the O&M License agreement with JDA.

We confirm that we have made this offer, having taken into consideration all the terms and conditions stated in the RFP, and after a careful assessment of the Project aspects, risks, contingencies and all other conditions that may affect the Financial Proposal.

We confirm that our Financial Proposal is unconditional and acknowledge that any condition attached to Financial Proposal shall result in rejection of the same. We confirm that our Financial Proposal shall be binding upon us during the validity period of 120 days from Bid Due Date; and during the O&M License agreement period in the event the project is awarded to us.

We acknowledge that JDA is not bound to accept any Proposal you receive.

Authorised signatory:

Date:

Name and seal of Bidder:

Place:

## Appendix III: Terms of Reference

### 7.1 About Ram Niwas Garden

Ram Niwas Garden is located in Jaipur, built by Maharaja Sawai Ram Singh of Jaipur in 1868. The historical garden is located in the heart of the city and covers an area of 33 acres. Within the garden is the Albert Hall Museum (also known as the Central Museum), named after King Edward VII (Albert Edward), during whose visit to the city as the Prince of Wales, its foundation stone was laid on February 6, 1876. The Garden also houses a bird park, zoo, Ravindra Rang Manch theatre, art gallery, exhibition ground, gymnasium, several cafes and picnic spots. The garden is a home to many endangered species of both the birds, animals and plants.

Ram Niwas Garden is located about 12.4 km from Jaipur Airport, 3.7 km from Jaipur Railway Station and 2.2 km from Jaipur Bus Stand.



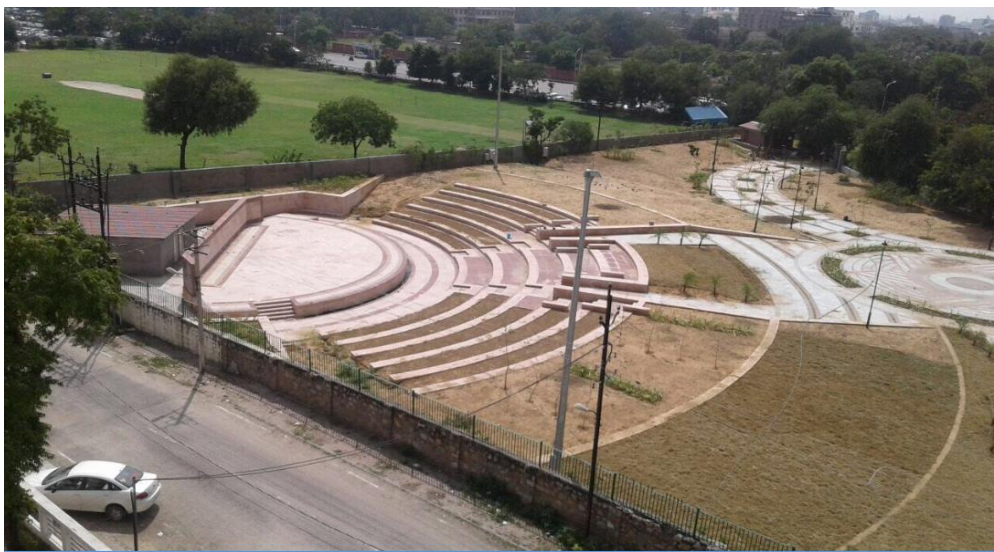
### 7.2 Facilities

The Wonderland is conceptualized by JDA as Food and Recreational Zone to provide Foods (FOOD) & recreational amenities (theatre / cultural entertainment facilities) for visitors and tourists visiting the Jaipur to provide public & tourist recreation facilities. The objective is to have a centralized FOOD zone featuring the cities best or popular FOOD outlets in one place.

The total area earmarked for the Wonderland project is 11, 286 sq. m. JDA has planned the construction of 26 shops for FOOD of which 23 shops are of 13.44 sq. m. with dimensions 4.8 m x 2.8 m and 3 shops are smaller in size. The facility has a food court area measuring 648 sq. m. with the dimensions 27 m x 24 m. The food court area has 38 tables and can accommodate 140 to 150 persons.

JDA has planned an amphitheater / stage area measuring an area of 256 Sq. m. with a seating capacity of 400 to 500 persons and a parking area of 736 sq. m. with the dimensions of 23 m x 32 m. The drawing of the site is displayed below.





### 7.3 Plan of RAMNIWAS BAGH (Wonder Land Area)





## 7.4 Scope of Work

JDA intends to appoint a private **licensee** through a transparent and competitive bidding process who shall incorporate an SPV / **Licensee** for the Wonderland project. The project has been conceptualized as a heritage theme project considering the location of the project is adjacent to the Ram Niwas Garden in the heart of the city. Jaipur in Rajasthan is a prominent pit stop in the Golden Triangle tourist circuit and the most sought after tourist destinations for international tourists visiting the State. Capitalizing on the heritage & tradition theme, the Wonderland project is conceptualized operate as a tradition/heritage theme based entertainment center, featuring a host of Food outlets serving traditional cuisines along side 'theme' based entertainment activities. The design and architecture of the facility has also been conceptualized to highlight local traditional theme. The project is envisaged to act as a tourist destination within the city which offers a flavour of Rajasthani heritage alongside an assortment of Food outlets offering local traditional specialities to locals and tourists alike. The **Licensee** shall be responsible for Operations and Maintenance of the project in accordance with the provisions of an **O&M License agreement** entered between the **Licensee** & JDA. The scope of work for the **Licensee** shall broadly include management, operations and maintenance of the Project including leasing/monetizing of food stalls, food court area, amphitheatre/stage area, parking spaces etc, collection of revenues/parking charges/entry fees/rentals etc., undertaking landscaping, maintenance works, property management and ensuring smooth functioning of the Project.

The scope of work for the **Licensee** shall be as follows.

1. On execution of the **O&M License agreement**, the **Licensee** shall receive the rights to operate and maintain the premises from JDA and shall be responsible for managing the entire premises. On execution of the **O&M License agreement**, the **Licensee** shall receive the rights to operate and maintain the premises from JDA and shall be responsible for managing the entire premises. The **Licensee** shall have to strictly adhere to the envisaged heritage theme ensuring the Food outlets operating within the project offer visitors heritage village/ traditional theme experience and food street/FOOD options adhere to the traditional/heritage theme.
2. The **Licensee** shall undertake leasing, management, operations, repairs and maintenance of the premises at its own cost. The **Licensee** shall make arrangements for provision of effective and efficient services.
3. The **Licensee** will be responsible for leasing the shops and food court area to only Food & Five shop for non food activity like garden, souvenir shop etc. outlets and charge lease rentals in lieu of space leased out. The **Licensee** shall market the facility and enter into lease agreements with FOOD enterprises. The **Licensee** shall not lease out any space within the premises to Non Food enterprises at any time during the period the **O&M License agreement** is in effect.
4. The **Licensee** shall not undertake any construction related development activities affecting the architecture, design, mix of facilities, etc. within the project premises, without prior notice and approval of the JDA. In case any facilities are required to be made available involving major capital investments, JDA may, on reasonable basis and recommendation of the **Licensee** consider such construction / installation of facilities, at its discretion.
5. The **Licensee** shall determine the lease rental, recurring maintenance charges, etc. charged from such Food outlets along with the entry fee, usage fee, parking fee, etc. charged to visitors for the duration of the **O&M License agreement** period.

6. The Licensee shall mandatorily undertake regular/periodic theme based activities and conduct theme related sub activities at the premises on regular basis. The periodicity of such theme based activities may be fortnightly, monthly, or quarterly, as deemed economically viable by the licensee
7. The licensee shall manage and maintain the amphitheater / stage area and organize periodic cultural shows for entertainment of visitors. The Licensee shall determine and collect user charges for the use of amphitheater / stage facilities.
8. The Licensee shall operate and maintain facilities like parking spaces etc. and shall determine and collect applicable charges from users for the same. The Licensee shall be allowed to put up signages etc. within the project premises. However, any such signages must be pre-approved by JDA.
9. The Licensee shall undertake landscaping, beautification and maintenance of the premises and ensure that the facility is maintained at the highest standards of cleanliness and hygiene.
10. The Licensee shall make necessary provisions for operating and maintaining support amenities such washrooms, sanitation, security, fire & safety, disaster response, evacuation and management within the facility. The Licensee shall install necessary provisions for the aforementioned including, but not limited to signages, fire extinguishers, assembly area, first aid kits, CCTV cameras etc. The Licensee shall also make provisions for electricity, water & utility connections at all facilities within the premises.
11. The Licensee shall maintain its books of accounts, pay applicable taxes and shall obtain; at their own cost; any regulatory permissions, licenses, administrative approvals etc. necessary to comply with all applicable laws of the land and related to operation and maintenance of the said premises. Such provisions shall include all facilities, support amenities etc. comprising part of the project premises.
12. The Licensee shall take necessary and applicable insurance cover for the entire facility and indemnify JDA against any third party claims and liabilities.
13. The Licensee shall maintain a feedback & grievance redressal mechanism for users of the facility.
14. The Licensee shall not create any encumbrances, liabilities on the facilities in Wonderland or mortgage, create security over any assets of JDA in order to raise finances for the project.
15. In lieu of usage rights to the facility, the Licensee shall pay JDA the agreed Annual Assured Revenue for each year of operations starting from the date of signing of the O&M License agreement for the duration of the O&M License agreement period. The first annual installment shall be paid within 15 days starting from the date of signing of the O&M License agreement.

On execution of the O&M License agreement, JDA shall transfer the premises to the O&M Licensee for the above outlined intended operations. JDA reserves the right to inspect the premises at any point of time to monitor the compliance to the provisions of the O&M License agreement.

In case of any facilities required for the facility involving major capital investments, JDA may; on recommendation of the Licensee; consider construction / installation of the same on reasonable basis,

subject to the condition that the failure of JDA to construct / install such facilities shall not absolve the Licensee from its duties and obligations as specified in the O&M License agreement.

## **Appendix IV: Annex 8 List of Marwari and Rajasthani Kitchen Food**

### **Marwari Kitchen**

- Aamras
- Kanji
- Kairi pani
- Kesar Shikanji
- Alu Sabudana Bara
- Suhali
- Namak Para
- Matar Gujiya
- Doodh Ka Bhutta
- Sangar Ka Saag
- Kathi Dal
- Alu Bhujee
- Alu Dum
- Mogar
- Bharwan Parwal
- Panchmela Dal
- Gatte Ka Saag Dahiwala
- Rajasthani Panchmela
- Patli Mangori
- Matar Ki Puri
- Tai Roti
- Urad Kachori
- Gobi Matar Ke Chawal

- Dahi Pakori
- Hari Mirch Ka Achar
- Imli Ki Chutney
- Lahsun Chutney
- Dahi Mirch
- Hare Dhaniye Ki Chutney
- Bharwan Nimbu Ka Achar
- Kahtta Aam Ka Achar
- Badam Ka Seera
- Churma
- Kheer
- Chena Parwal
- Gond Ke Laddu
- Pista Burfi
- Meetha Chawal
- Paneer Payas
- Aam Sandesh

## **Rajasthani Kitchen**

- Khade Masale ka Maas
- Laal Maas
- Jungle Maas
- Kadhahi Maas
- Sabut Murgh
- Degchi Soola Murgh

- Murgh Ki Mokol
- Daal-Bati-Choorma
- Kande Ki Sabzi
- Malai Panner
- Hare Tamatar Ki Sabzi
- Ker Sangri
- Makki Ki Sabzi
- Malai Panner
- Hare Tamatar Ki Sabzi
- Ker Sangri
- Makki Ki Sabzi
- Besan Ki Hari Mirch
- Pithore
- Gatte Ka Saag
- Papad Ki Sabzi
- Kadhi
- Bajre Ka Soyta
- Mangodi Pulao
- Masala Batis
- Missi Roti
- Bajre Ki Roti
- Methi Ki Roti
- Aam Ka Panna
- Chaach
- Amalvaniya

- Rabadi
- Dhungar Ka Pyaz
- Machchi Ka Achar
- Maas Ka Achar
- Kachri Ki Chutney
- Lahsun Ki Chutney
- Dhaniya Ki Chutney
- Aam Ki Launj
- Tamater Ki Launj
- Pyaaz Ka Raita
- Kachumbar/Choori
- Maas Ke Sooley
- Venison Sooley
- Moong Dal Ke Chille
- Makhane Ki Kheer
- Lapsi
- Kesar Kulfi

# **VOLUME - II**

**DRAFT O&M LICENSE AGREEMENT**



**DRAFT O&M LICENSE AGREEMENT**

Between

**JAIPUR DEVELOPMENT AUTHORITY (JDA)**

And

**[NAME OF THE LICENSEE]**

Dated: \_\_\_\_\_

*for*

**OPERATIONS & MAINTENANCE OF  
WONDERLAND – A FOOD COURT & RECREATIONAL ZONE LOCATED  
ADJACENT RAM NIWAS GARDEN, JAIPUR, RAJASTHAN FOR 10 YEARS**

(On Non-judicial Stamp Paper)

## DRAFT O&M LICENSE AGREEMENT

This O&M License agreement is made at \_\_\_\_\_ (place) on the \_\_\_\_\_ day of the (month and year) between Jaipur Development Authority (JDA), Jaipur - (hereinafter referred to as the “**Authority**”) the First Party AND [Name of the **Licensee**<sup>1</sup>], having its office at \_\_\_\_\_, (hereinafter referred to as the “**Licensee**”) of the Second Party.

### WHEREAS

- (a) The **Licensee**, having represented to JDA that it has the requisite professional skills, personnel and technical and financial resources, has offered to carry out the Operations and Maintenance (O&M) of Wonderland – Food Court & Recreational Zone located adjacent Ram Niwas Garden, Jaipur, Rajasthan in response to the Request for Proposal (RFP) No. \_\_\_\_\_ dated March 2017 issued by JDA;
- (b) JDA has accepted the Proposal dated \_\_\_\_\_ submitted by the **Licensee** for provision of O&M services on the terms and conditions set forth in this O&M License agreement .

### NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1) The following documents shall be deemed to form an integral part of this **O&M License agreement**
  - a) General Conditions of O&M License agreement
  - b) RFP No. \_\_\_\_\_ Dated \_\_\_\_\_ including all its Appendices
  - c) Technical & Financial Proposal submitted by the **Licensee** in response to the RFP.
  - d) Letter of Award (LoA) issued by JDA dated \_\_\_\_\_
  - e) Consortium Agreement entered by the Consortium Members of the Bidder (if any)
- 2) The mutual rights and obligations of JDA and the **Licensee** shall be as set forth in the **O&M License agreement**, in particular:
  - a) The Scope of Work for the **Licensee** shall be as per Appendix III - Terms of Reference of the RFP.

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<sup>1</sup> The **Licensee** shall be the SPV constituted for signing of the O&M Contract

- b) The duration of the O&M License agreement shall be for 10 (Ten) years, further extendible by 5 (five) years; subject to formal approval from JDA & on mutually agreeable basis.
- c) The Annual Assured Revenue payable by the Licensee to JDA shall be Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) wherein the first payment shall be made within 15 days starting from the date of signing of the O&M License agreement.
- 3) Detailed terms and conditions of the O&M License agreement are contained in the O&M License agreement Documents specified in Para 1 above. The same are to be read harmoniously with this O&M License agreement.

**IN WITNESS WHEREOF, the Parties hereto have caused this O&M License agreement to be signed in their respective names as of the day and year first above written.**

---

***For and on behalf of JDA***

***For and on behalf of JDA***

Signed by \_\_\_\_\_  
(Authorized Representative)  
Date:  
Place:

Signed by \_\_\_\_\_  
(Authorized Representative)  
Date:  
Place:

---

***In presence of witnesses***

Witness 1:  
Date:  
Place:

Witness 2:  
Date:  
Place:

## GENERAL CONDITIONS OF O&M LICENSE AGREEMENT

### 1. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of principal and agent between JDA and the Licensee. The Licensee, subject to this O&M License agreement, has complete charge of its Personnel, performing the Services and shall be fully responsible for the Services performed by them on its behalf including salary to its employees.

### 2. Law Governing O&M License agreement

This O&M License agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

### 3. Headings

The headings shall not limit, alter or affect the meaning of this O&M License agreement .

### 4. Notices

- 4.1. Any notice, request or consent required or permitted to be given or made pursuant to this O&M License agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/courier to the addresses specified below.

JDA	:	_____
Authorized Representative	:	_____
Address for Communication	:	_____
	:	_____
Licensee	:	_____
Authorized Representative	:	_____
Address for Communication	:	_____

- 4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

### 5. Location

The Services shall be performed at such locations as indicated in the RFP and, where the location of a particular task is not so specified, at such locations, as JDA may notify in writing.

### 6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this O&M License agreement or any amendment thereof by JDA or the Licensee may be taken or executed by the authorized representatives in whose favour the parties may have issued a Power of Attorney.

### 7. Taxes and Duties

The Licensee shall be liable to pay all direct and indirect taxes, duties, fees & GST and other impositions levied under the laws of India as applicable.

## 8. Fraud and Corruption

8.1. The **Licensee** shall observe the highest standard of ethics during the execution and duration of the **O&M License agreement** and shall not undertake any corrupt, fraudulent, collusive and coercive practices. For the purpose of this **O&M License agreement**, the following terms shall have the meaning set forth as follows:

- a) **“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in execution of this O&M License agreement ;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence the selection process or the execution of this O&M License agreement ;
- c) **“collusive practices”** means a scheme or arrangement between two or more Companies, with or without the knowledge of JDA, designed to establish prices at artificial, noncompetitive levels;
- d) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of this O&M License agreement .

8.2. In case it is discovered that **Licensee** has in non-compliance with Clause 8.1, the following measures can be taken by JDA.

- a) JDA may terminate the O&M License agreement if it receives information at any point of time that representatives of the **Licensee** were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the O&M License agreement , without the Bidder having taken timely and appropriate action to remedy the situation after receipt of Notice in this regard to the satisfaction of JDA.
- b) JDA after issue of Show Cause Notice to the **Licensee** may declare the **Licensee** ineligible for award of this O&M License agreement , if it at any point of time comes to know that the **Licensee** has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any JDA -financed activity.

## 9. Commencement, Completion & Modification of O&M License agreement

9.1. This O&M License agreement shall come into force on \_\_\_\_\_.

9.2. Unless otherwise terminated under the provisions of any other relevant clauses, this O&M License agreement shall be deemed to have been expired on completion of its terms on \_\_\_\_\_.

9.3. This O&M License agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

9.4. Any modification or variation of the terms and conditions of this O&M License agreement , including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof. In

cases of substantial modifications or variations, a supplementary Agreement between JDA and Licensee is required.

**9.5. Force Majeure**

- a) For the purposes of this O&M License agreement , “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the O&M License agreement , and avoid or overcome with utmost persistent effort in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this O&M License agreement .
- d) No Breach of O&M License agreement : The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this O&M License agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all Measures, with the objective of carrying out the terms and conditions of this O&M License agreement .
- e) Measures to be taken:
  - i) A Party affected by an event of Force Majeure shall continue to perform its obligations under the O&M License agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - ii) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - iii) Any period within which a Party shall, pursuant to this O&M License agreement , complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
  - iv) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensee, upon instructions by JDA, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible.
  - v) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to this O&M License agreement.

- 9.6. **Suspension:** JDA may, by written notice of suspension to the **Licensee**, suspend and collect directly all revenues earned by the **Licensee** from the Wonderland Project if the **Licensee** fails to perform any of its obligations under this O&M License agreement , including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the **Licensee** to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the **Licensee** of such notice of suspension.
- 9.7. **Termination by JDA:** JDA may terminate this O&M License agreement in case of the occurrence of any of the events specified below
- a) If the **Licensee** becomes insolvent or goes into compulsory liquidation.
  - b) If the **Licensee**, in the judgment of JDA, has engaged in corrupt or fraudulent practices in competing for or in executing this O&M License agreement .
  - c) If the **Licensee** submits to JDA a false statement which has a material effect on the rights, obligations or interests of JDA.
  - d) If the **Licensee** places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to JDA.
  - e) If the **Licensee** fails to pay Annual Assured Revenue due to JDA pursuant to this **O&M License agreement** within 15 days after receiving written notice from JDA that such payment is overdue.
  - f) If the **Licensee** fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by JDA, within thirty (30) days (or such longer period as the JDA may have subsequently approved in writing) of receipt of such notice or within such further period as JDA may have subsequently approved in writing.
  - g) If the **Licensee** deviates or fails to perform its obligations and/or provide the quality of services as envisaged under this O&M License agreement . The JDA shall in writing provide ample time & opportunity to the **Licensee** to remedy the deviation, make good its obligations and improve the quality of the services (as the case may be), and take the termination decision accordingly.
  - h) If, as the result of Force Majeure, the **Licensee** is unable to perform a material portion of the Services within sixty (60) days.
- 9.8. **Termination by the Licensee:** The **Licensee** may terminate this O&M License agreement , by not less than thirty (30) days' written notice to JDA, in case of the occurrence of any of the events specified in hereunder.
- a) If, as the result of Force Majeure, the **Licensee** is unable to perform a material portion of the Services within sixty (60) days.
  - b) If JDA is in material breach of its obligations pursuant to this O&M License agreement and has not remedied the same within thirty (30) days (or such longer period as the **Licensee** may have subsequently approved in writing) following the receipt by JDA of the **Licensee's** notice specifying such breach.
  - c) If JDA fails to comply within 60 days with any final decision reached as a result of appeal as prescribed in Clause 14.

- 9.9. **Cessation of Rights and Obligations:** Upon termination of this O&M License agreement pursuant to Clauses 9.7 & 9.8 hereof, or upon expiration of this O&M License agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in this O&M License agreement, (iii) the obligation to pay Damages or Liquidated Damages, permit inspection, copying and auditing of their accounts and records as set forth in this O&M License agreement, and (iv) any right which a Party may have under the Law.
- 9.10. **Cessation of Services:** Upon termination of this O&M License agreement by notice of either Party to the other pursuant to Clauses 9.7 & 9.8 hereof, the Licensee shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the Wonderland premises in a prompt and orderly manner. With respect to documents prepared by the Licensee and equipment and materials furnished by JDA, the Licensee shall proceed as provided, respectively.

## 10. Obligations and rights of the Licensee

- 10.1. The obligation of the Licensee shall include management, operations and maintenance of the Project including leasing/monetizing of food stalls, food court area, amphitheatre/stage area, parking spaces etc, collection of revenues/parking charges/entry fees/rentals etc., undertaking landscaping, maintenance works, property management and ensuring smooth functioning of the Project.
- 10.2. On execution of the O&M License agreement, the Licensee shall receive the rights to operate and maintain the premises from JDA and shall be responsible for managing the entire premises. The Licensee shall have to strictly adhere to the envisaged heritage theme ensuring the Food outlets operating within the project offer visitors heritage village/ traditional theme experience and food street/food options adhere to the traditional/heritage theme as annexure 8.
- 10.3. The Licensee shall undertake leasing, management, operations, repairs and maintenance of the premises at its own cost. The Licensee shall make arrangements for provision of effective and efficient services.
- 10.4. The Licensee will be responsible for leasing the shops and food court area to only Food & Five shop for non food activity like garden, souvenir shop etc. outlets and charge lease rentals in lieu of space leased out. The Licensee shall market the facility and enter into lease agreements with FOOD enterprises. The Licensee shall not lease out any space within the premises to Non Food enterprises at any time during the period the O&M License agreement is in effect.
- 10.5. The Licensee shall not undertake any construction related development activities affecting the architecture, design, mix of facilities, etc. within the project premises, without prior notice and approval of the JDA. In case any facilities are required to be made available involving major capital investments, JDA may, on reasonable basis and recommendation of the Licensee consider such construction / installation of facilities, at its discretion. The hon'ble high court direction if any in writ petition No. 11054/2016 will be abided by licensee without claiming any damages or claims on JDA.
- 10.6. The Licensee shall determine the lease rental, recurring maintenance charges, etc. charged from such Food outlets along with the entry fee, usage fee, parking fee, etc. charged to visitors for the duration of the O&M License agreement period.
- 10.7. The Licensee shall mandatorily undertake regular/periodic theme based activities and conduct theme related sub activities at the premises on regular basis. The periodicity of such theme



based activities may be fortnightly, monthly, or quarterly, as deemed economically viable by the licensee

- 10.8. The licensee shall manage and maintain the amphitheater / stage area and organize periodic cultural shows and a provision of LED for the display of live shows regularly for entertainment of visitors. The Licensee shall determine and collect user charges for the use of amphitheater / stage facilities.
- 10.9. The Licensee shall operate and maintain facilities like parking spaces etc. and shall determine and collect applicable charges from users for the same. The Licensee shall be allowed to put up signages etc. within the project premises. However, any such signages must be pre-approved by JDA
- 10.10. The Licensee shall undertake landscaping, beautification and maintenance of the premises and ensure that the facility is maintained at the highest standards of cleanliness and hygiene.
- 10.11. The Licensee shall make necessary provisions for operating and maintaining support amenities such as washrooms, sanitation, security, fire & safety, disaster response, evacuation and management within the facility. The Licensee shall install necessary provisions for the aforementioned including, but not limited to signages, fire extinguishers, assembly area, first aid kits, CCTV cameras etc. The Licensee shall also make provisions for electricity, water & utility connections at all facilities within the premises on his own cost.
- 10.12. The Licensee shall maintain its books of accounts, pay applicable taxes and shall obtain; at their own cost; any regulatory permissions, licenses, administrative approvals etc. necessary to comply with all applicable laws of the land and related to operation and maintenance of the said premises. Such provisions shall include all facilities, support amenities etc. comprising part of the project premises.
- 10.13. The Licensee shall take necessary and applicable insurance cover for the entire facility and indemnify JDA against any third party claims and liabilities.
- 10.14. The Licensee shall maintain a feedback & grievance redressal mechanism for users of the facility.
- 10.15. The Licensee shall not create any encumbrances, liabilities on the facilities in Wonderland or mortgage, create security over any assets of JDA in order to raise finances for the project.
- 10.16. In lieu of usage rights to the facility, the Licensee shall pay JDA the agreed Annual Assured Revenue for each year of operations starting from the date of signing of the O&M License agreement for the duration of the O&M License agreement period. The first annual installment shall be paid within 15 days starting from the date of signing of the O&M License agreement.
- 10.17. The licensee shall mandatorily shall organise a food festival minimum once in a year and licensee shall inform to JDA before 15 days of date of organise of food festival. If the No. of food festival beyond this have to be organized, prior permission from competent authority will be taken. The event of food festival should coincide with Jaipur Literature Festival.

## 11. Obligations and rights of JDA

- 11.1. On execution of the O&M License agreement, JDA shall transfer the premises to the Licensee for operations and maintenance of project premises & all facilities, amenities etc. within.

- 11.2. Unless otherwise specified, JDA shall use its best efforts to provide to the **Licensee** and its personnel such assistance to facilitate performance of the **O&M License agreement** as may be considered necessary.
- 11.3. JDA shall inspect the premises from time to time to monitor the compliance to the provisions of the **O&M License agreement** providing the **Licensee** a written notice of 7 days. In the serious matters immediate action will be taken under clause 9.7 by JDA.
- 11.4. In case of any facilities required for the facility involving major capital investments, JDA may, on reasonable basis and recommendation of the **Licensee** consider construction / installation of the same, subject to the condition that the failure or delay by JDA to construct / install such facilities does not absolve the **Licensee** from its duties and obligations as specified in the **O&M License agreement**.
- 11.5. **Any additional activity/facility is needed in future for the facilities of tourist after issuing work order for O&M license agreement to the licensee, such activity/facility will be a part of O&M license agreement after approval from the secretary in charge of UDH department.**

## 12. Payments to the JDA

- 12.1. The **licensee** will pay JDA the agreed Annual Assured Revenue on half yearly basis with applicable escalation of 10% per annum with 15 calendar days of start of the half year. For the First Year, the applicable Annual Assured Revenue shall be calculated on pro-rata basis and be payable by the **Licensee** within 15 calendar days of execution of the **O&M License agreement**. Annual payments for the subsequent years shall be paid by the **Licensee** in similar manner, upto the end of the **O&M License agreement** period.
- 12.2. It is hereby agreed that if the **Licensee** fails to make payments to JDA within the aforesaid 15 calendar days; the **Licensee** will be liable to penalty payment @ 18% per annum with maximum delayed period up to 3 month, calculated on the Assured Annual Revenue offered by the **Licensee**.
- 12.3. All payments shall be made in Indian Rupees (INR).
- 12.4. The **licensee** shall be liable to pay all direct and indirect taxes, duties, fees and other imposition levied under the laws of India as applicable in addition to assured annual revenue offered by the **licensee**.
- 12.5. If the cleanliness and hygienic environment or premises is not maintained on daily basis, penalty @ 2% per monthly amount assured will be levied.

## 13. Fairness and Good Faith

- 13.1. The Parties undertake to act in good faith with respect to each other's rights under this **O&M License agreement** and to adopt all reasonable measures to ensure the realization of the objectives of this **O&M License agreement**.
- 13.2. The Parties recognize that it may not be possible to provide for every contingency which may arise during the life of the **O&M License agreement**, and the Parties hereby agree that it is their intention that this **O&M License agreement** shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this **O&M License agreement** either Party believes that this **O&M License agreement** is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action

pursuant to this Clause may give rise to a dispute subject to Appeal in accordance with Clause 14.

#### 14. Dispute Redressal

- 14.1. Amicable Settlement: Performance of the **O&M License agreement** is governed by the terms & conditions of the **O&M License agreement**, in case of dispute arises between the Parties regarding any matter under the **O&M License agreement**, either Party of the **O&M License agreement** may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, this Clause **Error! Reference source not found.** shall become applicable.
- 14.2. **Dispute Resolution** : In the case of dispute arising upon or in relation to or in connection with the **O&M License agreement** between both the **party**, which has not been settled amicably, the next appeal for any dispute/grivences in this O&M License agreement will be JDC. The decision of the JDC shall be final and binding upon both the Party.
- 14.3. **Appeal proceedings shall be held in permission of Jaipur Development Authority at Jaipur and the language of the proceedings and that of all documents and communications between the Parties shall be in English or Hindi.**
- 14.4. Notwithstanding any references to **dispute**, the parties shall continue to perform their respective work/ obligation under the O&M License agreement .

#### 15. Performance Security

- 15.1. For the due performance in accordance with the terms and conditions specified in the Letter of Award (LoA), the **Licensee** shall before signing the License agreement which shall not be later than seven (7) days of the issue of the Letter of Award, furnish to JDA a Performance Security in the form of an irrevocable and unconditional Bank Guarantee for an amount of 100% of the annual assured income offered by the licensee for that year. This Performance Security may be discharged after successful completion of the duration of the License agreement. Bank Guarantee will be increased by 10% for next year.
- 15.2. The Bank Guarantee shall be in favour of JDA, issued by any Nationalized or Scheduled Bank, approved by the Reserve Bank of India. The Bank Guarantee shall be in the Proforma acceptable to JDA
- 15.3. The O&M License agreement Value is the Annual Assured Revenue payable by the **Licensee** to the JDA at the start of every year. The Annual Assured Revenue shall be escalated at 5% per annum.
- 15.4. It is expressly understood and agreed that the Performance Security is intended to secure the performance of entire O&M License agreement . It is also expressly understood and agreed that the Performance Security is not to be construed to cover all the damages detailed / stipulated in various clauses in the O&M License agreement document.
- 15.5. The Performance Security will be valid for a period of 5 (five) years and shall exclude any extension of O&M License agreement received. In case of extension or transfer of O&M License agreement , new performance security shall be issued as per the prescribed clauses in this clause 15. The performance security will be discharged by JDA subject to applicable deductions and returned to the **Licensee** not later than 3 (three) months following the date of completion of the **Licensee's** obligations, under the O&M License agreement .

- 15.6. Should the O&M License agreement period, for whatever reason be extended, the Licensee, shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended / revised Bank Guarantee to JDA before the expiry date of the Bank Guarantee originally furnished.
- 15.7. Any penalty amount on account of performance default under this O&M License agreement shall be charged from the O&M performance security furnished by the Licensee and the Licensee shall replenish the original performance security amount within 60 calendar days from imposition of such penalty.

## 16. Transfer of O&M License agreement

- 16.1. The Licensee shall not transfer, mortgage or sale any part of the Licensed premises. However licensee may be allowed to permit any part of the Licensed Premises to be used or occupied by any other person with the Licensors prior written consent for the purpose for which it was originally planned as per the O&M License agreement.
- 16.2. Licensee shall act as an independent entity fully performing responsible for all services under the O&M License agreement . It shall maintain complete control over its employees, who shall in no case, represent JDA or act in its name, without its prior written approval.

## 17. Miscellaneous Provisions

- 17.1. Any failure or delay on the part of any Party to exercise right or power under this O&M License agreement shall not operate as waiver thereof.
- 17.2. The Licensee shall notify JDA of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this O&M License agreement .
- 17.3. The Licensee shall at all times indemnify and keep indemnified JDA against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the O&M License agreement.
- 17.4. The Licensee shall at all times indemnify and keep indemnified JDA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Licensee's employees or agents or caused by any action, omission or operation conducted by or on behalf of the Licensee.
- 17.5. The Licensee shall at all times indemnify and keep indemnified JDA against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the Licensee, in respect of their wages, salaries, remuneration, compensation or the like.
- 17.6. All claims regarding indemnity shall survive the termination or expiry of the O&M License agreement .
- 17.7. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Licensee for any subsequent engagement, service or employment in any capacity in any office or establishment of the JDA.

- 17.8. To maintain the Licensed Premises and all improvements there in good order and condition and, and keep the Licensed Premises in clean condition and remove from the Licensed Premises at its expense all debris and garbage.
- 17.9. 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.

**JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

**Financial Bid**

Name of work : Operations and Maintenance of Wonderland – Food Court & Recreational Zone located at Ram Niwas Garden, Jaipur, Rajasthan for 10 years.

Place : At Ram Niwas Bagh, Jaipur.

**Schedule "G"**

S. No.	Name of work	Rate	Amount in Rs. Per Month to be paid by bidder to JDA	
			In figure	In words
1	Operations and Maintenance of Wonderland – Food Court & Recreational Zone located at Ram Niwas Garden, Jaipur, Rajasthan for 10 years.	Per Month		

Note:- The rates to be quoted shall be exclusive of all kind of taxes such as service tax, GST etc as applicable and be borne by bidder as per general conditions of O&M license agreement S.No. 7 (Taxes and duties).

  
Executive Engineer (Garden-I)  
JDA, Jaipur

I/We hereby agree to do the above work on rates quoted by me/us on terms & conditions enclosed with tender copy.

Signature of Bidder  
With full name, address & phone.