

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

BID DOCUMENTS



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

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

**Note: In case of any query please Contact XEn-9929099416 :
IT cell : 9413345146, 982904224**

Table of Contents

S.No.	Particulars	Page No.
1	Section 1- Notice Inviting Bid	4-8
2	Section 2- Instructions to Bidders	9-46
3	Section 3- Photographs and Floor Plans	47-56
4	Section 4- Commercial License Contract	
	Form of Agreement	57-58
	Article 1 Interpretation	59-60
	Article 2 Grant of License and General Covenants	61-62
	Article 3 Term and Possession	63
	Article 4 License Fee and Security	64--65
	Article 5 Use and Occupation	66-69
	Article 6 Rights and Obligations of the Licensor	70-71
	Article 7 Licensee's Responsibilities	72-74
	Article 8 Damage and Destruction	75-76
	Article 9 Indemnity	77
	Article 10 Defaults	78
	Article 11 Assignments and Transfers	79
	Article 12 Action to be taken upon expiry of License	
	Period : Surrender and Over holding.	80
	Article 13 General	81-83

SECTION-1

NOTICE INVITING BID

JAIPUR DEVELOPMENT AUTHORITY

Office of EE ROB-RUB-IV, Room No. 313 B, Third Floor, CCC Building Ram Kishore Vyas Bhavan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur PIN- 302004 ,Telephone: +91-141-2569696 e.mail: vmjohari.jda@rajasthan.gov.in

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

Dated: 01.02.2018

NIB No. : JDA/EE- ROB,RUB-IV/08/2017-18

"On Line" Bids are invited upto **6.00 PM** of 12.03.2018 for **"Operation and Maintenance of Tourist Facility Center, Choura Rasta, Jaipur, on Commercial License basis for 10 years."** estimated bid value Rs.400.00 Lacs. The last date for applying bid and making online payment on JDA portal is upto **6.00 PM** of 12.03.2018. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be: (UBN No.)

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

Executive Engineer (ROB,RUB-IV)

JDA, Jaipur

Detailed NIB No- JDA/EE- ROB,RUB-IV/08/2017-18/D- Dated 01.02.2018

Name & Address of the Procuring Entity	<p>➤ Name: Executive Engineer (ROB,RUB-IV), Jaipur Development Authority</p> <p>➤ Address: Room No. Room No 313-B, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)</p> <p>➤ Email: ee.rob4@jaipurjda.org</p>
Subject Matter of Procurement	<p>➤ “Operation and Maintenance of Tourist Facility Center, Choura Rasta, Jaipur, on Commercial License basis for 10 years.</p>
Bid Procedure	<p>➤ Two stage Open Competitive E-Bid procedure at http://eproc.rajasthan.gov.in</p>
Bid Evaluation Criteria (Selection Method)	<p>H1 (e.g. Highest Cost Based Selection (HCBS-H1))</p>
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<p>➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in</p>
Website for online Bid application and payment *	<p>➤ Website: www.jda.urban.rajasthan.gov.in</p> <p>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee and RISL Processing Fee and Bid security deposit, online only.</p> <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 25000/- (Rupees Twenty Five Thousands only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit as mentioned below.
Estimated Procurement Cost	<p>➤ INR 400.00 Lacs (Four Hundred Lacs Only) , excluding GST.</p>
Bid Security Deposit	<p>Amount @INR: 2% (Rs.8,000,00.00) of Estimated Procurement Cost,</p>
Completion Period	<p>120 Months. (10 years)</p>
Pre Bid Meeting	<p>22.02.2018 at 4.00 PM</p>
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<p>Start Date 06.02.2018 at 10.00 AM :</p> <p>End Date: 12.03.3018 upto 6.00 PM</p> <p>In case EMD is in form of BG, Original BG is to be submitted to DD E&B in Room No. NB-SF-215E, of Extension Building, Jaipur Development Authority, JLN Marg, Jaipur, from 13.03.2018 to 14.03.2018 up to 4 PM failing which tender will be rejected. For details see Clause 5 of Section 2 ITB.</p>
Bid submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<p>Start Date 06.02.2018 at 10.00 AM onwards</p> <p>End Date: 12.03.2018.upto 6.00 PM</p>
Date/ Time/ Place of Technical Bid Opening	<p>15.03.2018, at 11.00 AM</p> <p>➤ Jaipur Dev. Authority, Room No. 313 B, TF, CCC Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)</p>
Bid Validity	<p>➤ 120 days from the bid submission deadline</p>
<p>The Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee will be received "online" through JDA Portal. The bid security options available in tender for participants are a Mentioned Below:</p>	

A. Payment Options:**Option-1: Bank Guarantee (BG) against EMD / Bid Security**

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available. If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
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.
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, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
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.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
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.
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.
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 RTPP Act 2012 and Rules , the later shall prevail.

**Note: In case of any quarry PI Contact XEn-9929099416 : IT cell :
9413345146,9829042244**

(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.

To participate in the bid, bidder has to be:

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

For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), “Paying Slip for EFT (NEFT/RTGS)” will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

C. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the “Bid Participation Receipt” will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the “Bid Participation Receipt” will be generated on real time basis.

In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) “Bid Participation Receipt” will be available on Login of Bidder on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

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

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

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

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.

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

SECTION-2, INSTRUCTIONS TO BIDDERS (ITB)

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

(i)	Lower Ground Floor	265.00 Sq M	Reserved for Medical and Health Department, Govt. of Rajasthan.
(ii)	Ground Floor	274.90 Sq M	
(iii)	First Floor	282.00 Sq M	
(iv)	Second Floor	282.00 Sq M	
(iv)	Terrace Area	274.90 Sq M	

2. Qualification Criteria for commercial license :-

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

3. Taxes, Submission and Opening of bid :-

3.1 Tax Liability

3.1.1 Deleted.

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

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

3.2 Submission of Bid

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

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

Envelope 2 :- Financial Bid.

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

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

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

4. General Information to Bidders :--

- I.** The License period will be 10 years.
- II.** The area of art gallery on first floor should also be allowed for activities like exhibitions, sale of handicraft items or on letting out for small family gatherings like birthday parties etc.
- III.** TFC center to remain open from 9 am to 11 pm. minimum, all 7 days.

- IV.** Bidder shall have to obtain license for specific activities like, eatables etc, from respective authority at his own.
- V.** The building shall be used for tourist facility purpose only.
- VI.** Minimum license fee is fixed of Rs. 10.00 Lacs per quarter totaling Rs. 40.00 Lacs per year.
- VII.** In the financial bid the bidder should propose the amount higher than the minimum license fee.
- VIII.** The license fee shall be increased by 10% every year.
- IX.** The payment of license fee will be done within 7 days prior to every one quarter of year through D.D./NEFT/RTGS in favour of Secretary, JDA, in Account No. 675401700500 with IFSC Code ICICI 0006754. After depositing the amount in JDA account UTR No. be applied to JDA by licensee, if licensee fails to deposit the license fee then interest of 12% will be charged as per rules for period of delay which shall not be permitted more than 120 days. Any delay beyond 120 days would entitle the licensor to terminate license.
- X.** Sub letting will be allowed with prior permission of JDA.
- XI.** Three months time a after handing over the possession be allowed to make the TFC functional.
- XII.** Six months time to be given for ATM and Money exchange, after this period license liable to be cancelled.
- XIII.** Security deposit equivalent to total license fee of one quarter in the form of unconditional Bank guarantee/RTGS/NSC/FD pledged in favour of JDA with validity or in any other form acceptable to JDA of will have to be deposited by licensee.
- XIV.** Licensee shall pay to licensor as License fee as follows.

A. For First Year:

- After six months from award of work @32.50%.
- After nine months from award of work @32.50%.
- After twelve months from award of work @35.00%.

B. From second year onwards (from date of award) :

Licensee shall pay License fee as per clause 4.1 of Article 4 of License Agreement, remaining terms and conditions of clause4 shall remain same.

- XV.** No minor/major additions or alterations shall be permissible in the building except with explicit permission of lesser. Any additions or alterations done without written permission of the lesser would be dismantled and the licensee

deed would be terminated. Wooden counters, cabinets and other temporary wooden structures would, however, be permitted.

- XVI.** All electrical fixtures and air conditioners, generators, electric panels, RMU's etc. will be maintained by licensee at his cost.
- XVII.** There are separate meters for electric consumption for each floor. The lessee shall bear the cost of electricity consumed by it.
- XVIII.** Licensee shall be responsible for day to day cleanliness of the premises, disposal of solid waste as per rules and regulations of Rajasthan Pollution Control Board and for security and safety of the establishment that is in its possession.
- XIX.** After the expiry of 10 years license period, it can be further increased for 5 (FIVE) years (one time only) as mutually agreed, and after the period of extended 5 (FIVE) years no more extension will be given. After expiry of license period licensee will have to vacate the building and premises and possession to be handed over in good condition within 30 days of expiry of lease period, failing which JDA will take over the possession at its own.
- XX.** In case the licensee desire further extension of license period after 10 years, he will have to apply in writing 90 days prior to expiry of license period upon which suitable decision will be taken by JDA which will be binding to licensee.
- XXI .** Following activities would be mandatory as per the space marked in the map of premises:
- ATMs.
 - Souvenir shops.
 - Tourist information center.
 - Cyber café with facility of Railway, Bus and Air Ticket booking.
 - Foreign currency operation centre.
 - Cafeteria (only on the IIInd Floor) with terrace.
 - Following activities shall be optional.
 - ✦ Offices/establishments with the sole purpose of promoting tourist in the State of Rajasthan.
 - ✦ Book shop or Reading room with newspapers and magazines.
 - ✦ Any other activity with the explicit permission of JDA.
- XXII .** Following activities shall not be permitted in the Tourists' Facility Centre:
1. Running a retail shop for any product.
 2. Running any sort of club casino and dance club.

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

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

XXIII. Brief note for Bidders

Term	10 Year and can be extended upto 5 yrs by mutual consent.
Period between occupancy and commercial is	Within 90 days to start business activity. For ATM and Money Exchange 180 days.
Licensee Fee	Shall pay sum of Rs.per quarter i.e.3 months, by RTGS/DD/BG payable to Secretary JDA by 7th Day of start of quarter. License fee must be paid by the end of the month under any circumstances otherwise the license or will be at liberty to terminate the license. License fee shall be incremental by 10% every year. Late deposition will invite 12% interest each day's delay If due fee and late fee is not deposited within 120 days then the license will be terminated.
Security	License shall be required to maintain a performance security in the form of unconditional B.G. as per JDA format/on RTGS/NSC/FD. Amount equal to one quarter of license fee.
Obligation of Licenser	License shall assume full responsibility for operation and maintenance of the licensed premises for the repair or replacement of fixtures.
Responsibilities of Licensee	Public liability and broad form property damage insurance with limit not less than Rs. 2.00 Crore. Pay all taxes if any

	Maintain clean campus. All maintenance work of civil, electrical, RMV, Passenger Lift etc.
Assignment and Transfers	The Licensee shall not assign, sublet, pledge or transfer this License or any interest therein or any way part with possession of all or any part of the Licensed premises, or permit all or any part of the Licensed Premises to be used or occupied by any other person without the Licensors prior written consent.

Note:-

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

5. Bid Security :

5.1 Bid Security (BS) @ 2% of Bid value shall have to be deposited along with submission of bid, without which bid will be rejected. BS can be deposited "on line" or through Bank Guarantee (BG) in the prescribed format enclosed at Annexure-I. Any other form of deposition of BS will not be accepted. The BG should remain valid upto 60 days after the date of expiration of Bid validity period(i.e.120 +60 = 180 days) from last date of submission of bid.

5.2 Forfeiture of BS.

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

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

5.3 Return of Bid Security :

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

6. Procurement under RTPP Act 2012 and Rules 2013.

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

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

7. Process for participation & Depositing Payment Online (Also refer Detailed NIB)

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

To participate in the bid, bidder has to be:

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

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

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount.

A. Payment options :

Option-1 Bank Guarantee (BG) against EMD/Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The detail of BG requires to be fed on JDA Portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT/RTGS) will be available.

- **Option – 2 : Electronic Fund Transfer (EFT/NEFT/RTGS)**

If the bidder selects payments mode as EFT (NEFT/RTGS), “Paying slip for EFT (NEFT/RTGS)” will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

- **Option – 3 : Payment Gateway (Aggregator)**

This facility to make payment through Debit Card, Credit Card, Net banking etc, will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

B . Bid participation Receipt

After confirming payment, the bidder will get Bid participation Receipt on the basis of which user will get the payment details along with other details for bidding on E-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through payment Gateway, on Successful transaction the “Bid Participation Receipt” will be generated on real time basis.
- In case complete payment is done through payment Gateway, on Successful transaction the “Bid Participation Receipt” will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on Confirmation of payment from ICICI bank (Auto Process) “Bid Participation Receipt” will be available on Login of Bidder on JDA Portal.
- While participation in the bid, a receipt will be generated through the system showing the submission detail as per Bid Participation Receipt. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

Note :-

1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted.
3. To participate in online bidding process, bidders must procure a digital signature Certificate (TypeIII) 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 safe crypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30.09.2011 must register again).
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: chocking of web site due to heavy load or any other unforeseen problems.

5. Bidders are also advised to refer “Bidders Manual Kit” available at eproc website for further details about the e-tendering process.
6. Training for the bidders on the usage of e-tendering system (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.

Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in.

Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
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.
9. Procurement entity disclaims any factual/ or other errors in the bidding documents (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.

The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement.

8. Site Visit

- 8.1 The bidder shall, prior to submitting his bid for the work, visit and examine the Site in question and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his bid and entering into a Contract License including, the actual conditions regarding the nature and conditions of site, form over the entire duration of the contract license after taking into consideration local conditions, traffic restrictions, obstructions in operation etc, if any, and allow for all expenses likely to be incurred due to any such conditions, restrictions, obstructions, etc., in the quoted Contract License price for the work.

- 8.2 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not.

9. Award of Contract.

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

10. Joint Venture (JV) and Other Conditions.

- 10.1 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 Annex V, authorizing 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 VI.
- 10.2 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 per clause 10.
- 10.3 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 VII, of ITB. The members of the joint venture /consortium shall fulfill the conditions prescribed for Consortium/Joint Venture bidder as per Annexure VII of ITB and all relevant provisions prescribed in the Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012.
- 10.4 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 Clause 10.3

of ITB. The members of the joint venture /consortium shall fulfill the conditions prescribed for Consortium/Joint Venture bidder as per Clause 10 of ITB and all relevant provisions prescribed in the Rajasthan Transparency in Public Procurement Rules 2013 and Rajasthan Transparency in Public Procurement Act 2012.

10.5 Change in Ownership

10.5.1 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 3rd(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 there under. For the avoidance of doubt, the provisions of this Clause 10 shall apply only when the Bidder is a Consortium/Joint Venture. All relevant conditions prescribed in clause 10.6 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.

10.5.2 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.

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

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 uploaded along with the Technical 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 Contract 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 Contract 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. It is clarified that once the SPV is formed as laid down in clause 10.3 of ITB, all correspondence etc will be

in the name of SPV only and bank account details etc of SPV shall have to be communicated by the bidder to JDA.

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

RTPP Annexure – A

(Refer clause 6.2, Instruction to Bidders)

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - (a) Have controlling partners/shareholders in common; or

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

Signature of Bidder.

RTPP Annexure – B

(Refer clause 6.2, Instruction to Bidders)

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated..... I/wehereby 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:-

RTPP Annexure – C

(Refer clause 6.2 of, Instruction to Bidders)

Grievance Redress during Procurement Process.

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

The designation and address of the Second Appellate Authority is **Additional Chief Secretary, UDH, GoR., Jaipur.**

(1) Filing an appeal:-

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding

document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

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

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

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

(5) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing

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

Signature of Bidder.

FORM No. 1

[see rule 83]

Memorandum of Appeal under the RTPP Act, 2012

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

- 1- Particulars of appellant :
(i) Name of the appellant:

(ii) Official address, if any:

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

Date :

Appellant's Signature

RTPP Annexure – D

(Refer clause 6.2, Instruction to Bidders)

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

Signature of Bidder

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

Form of Bid Security (Bank Guarantee)

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

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

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20____.

THE CONDITIONS of this obligation are:

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

Instructions to Bidders, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

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

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

EXPERIENCE IN OPERATION AND MAINTENANCE OF

Running of Hospitality/Hostel/ Restaurant industry

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

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

Authorized signatory of

Bidder

Annexure -III

(Refer clause 2(ii) of ITB)

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

Each Bidder must fill in this form

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

Signature of CA with Seal.

Signature of Bidder with Seal.

ANNEXURE- IV
(Refer Clause 3.2.2 of ITB)

AFFIDAVIT (ON Non-Judicial Stamp Rs.100.00)

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Fir m

Date:

Annex V
Power of Attorney for Submission of Bid Proposal

(Refer Clause 10.1. of ITB)

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 executants (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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Annex VI :
Power of Attorney for Lead Member of Consortium/JV

(Refer Clause 10.1 of ITB)

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 authorize 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 authorize 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 executants (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.

Annex VII

Joint Bidding Agreement

(Refer Clause 10.4 of ITB)

(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&SECONDPART 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 NIB No.. dated (the “**NIB**”) for Selection of Licensee

for “**Operation and Maintenance of Tourist Facility Center, Choura Rasta, Jaipur, on Commercial License basis for 10 years.**” (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 NIB document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the NIB 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 capitalized 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 3rd (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 short listing 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 3rd (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 3rd (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 organized, 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 authorized 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 organizational documents thereof;

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

or other governmental authorization, approval, judgment, 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 maybe.

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:

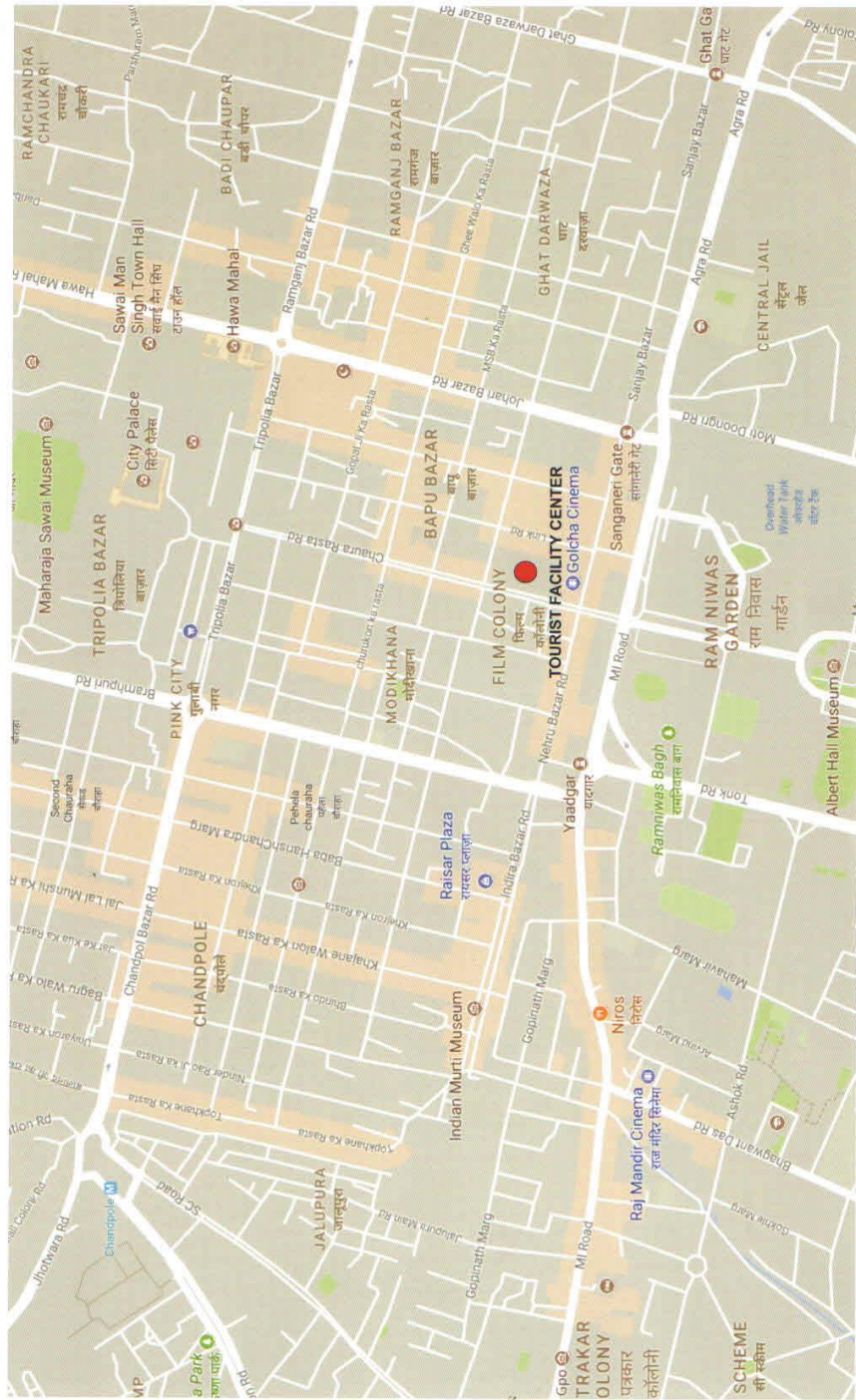
Witness 1.

Witness 2.

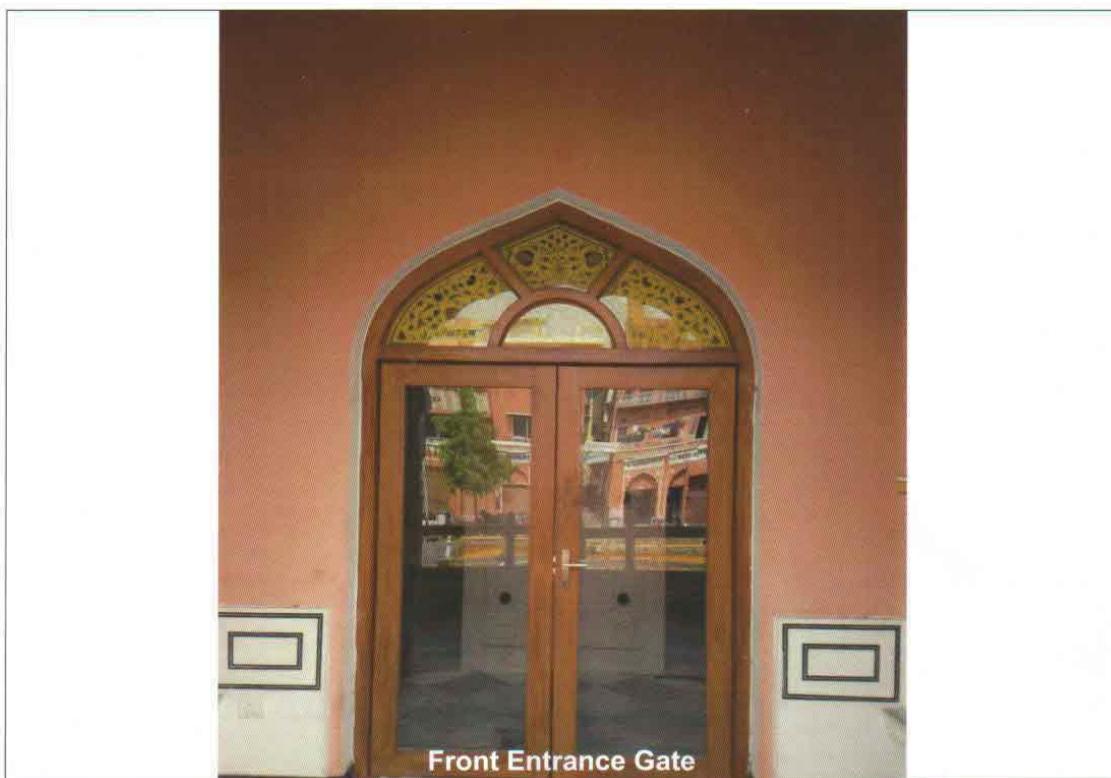
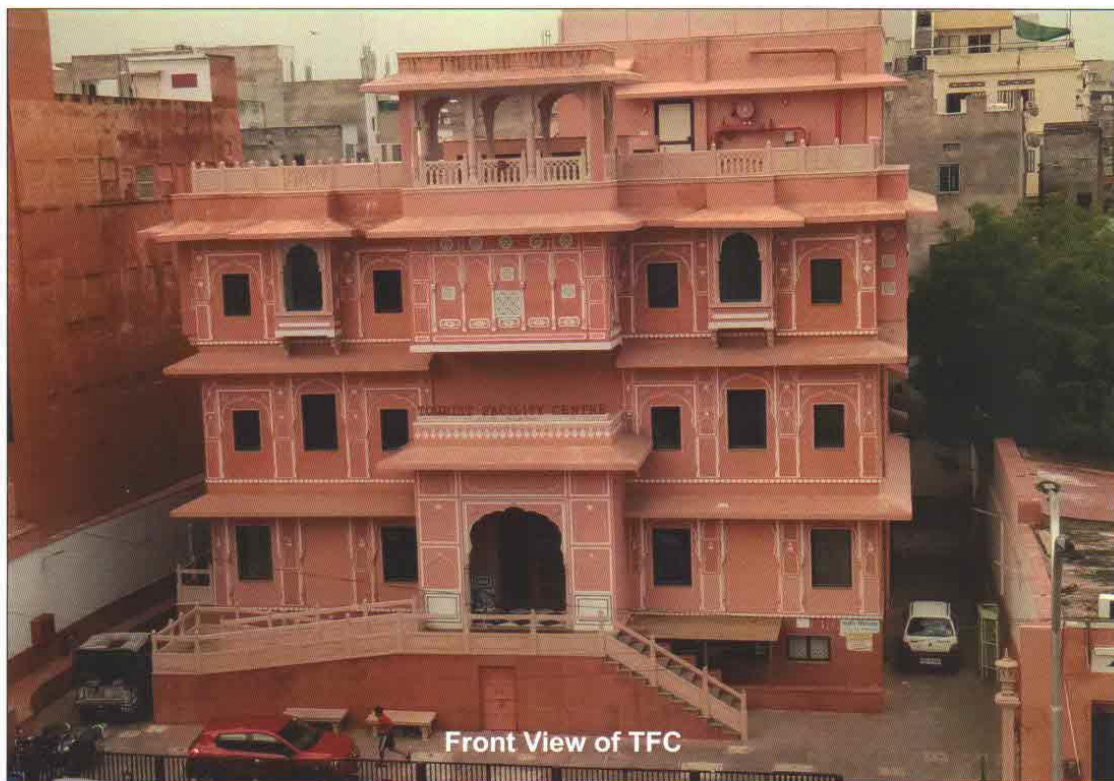
Notes:

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 executants (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 legalized 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.

Section 3: Photographs and Floor Plans

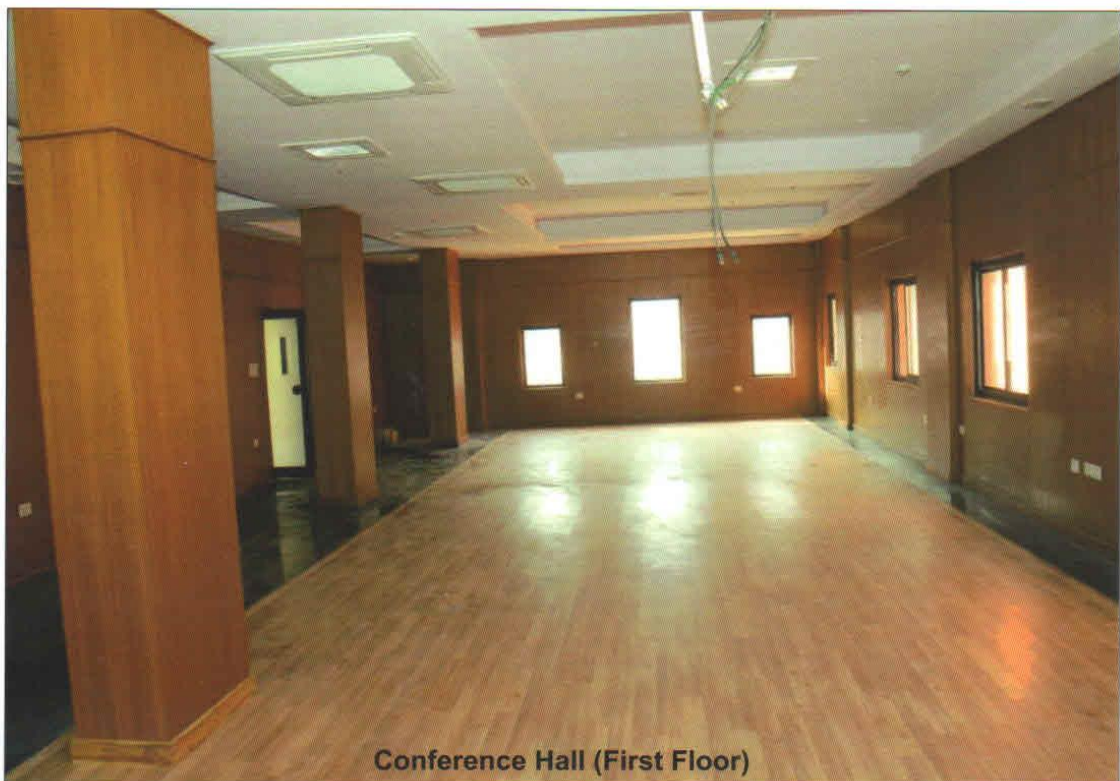


Google Location Plan - Tourist Facility Center, Jaipur

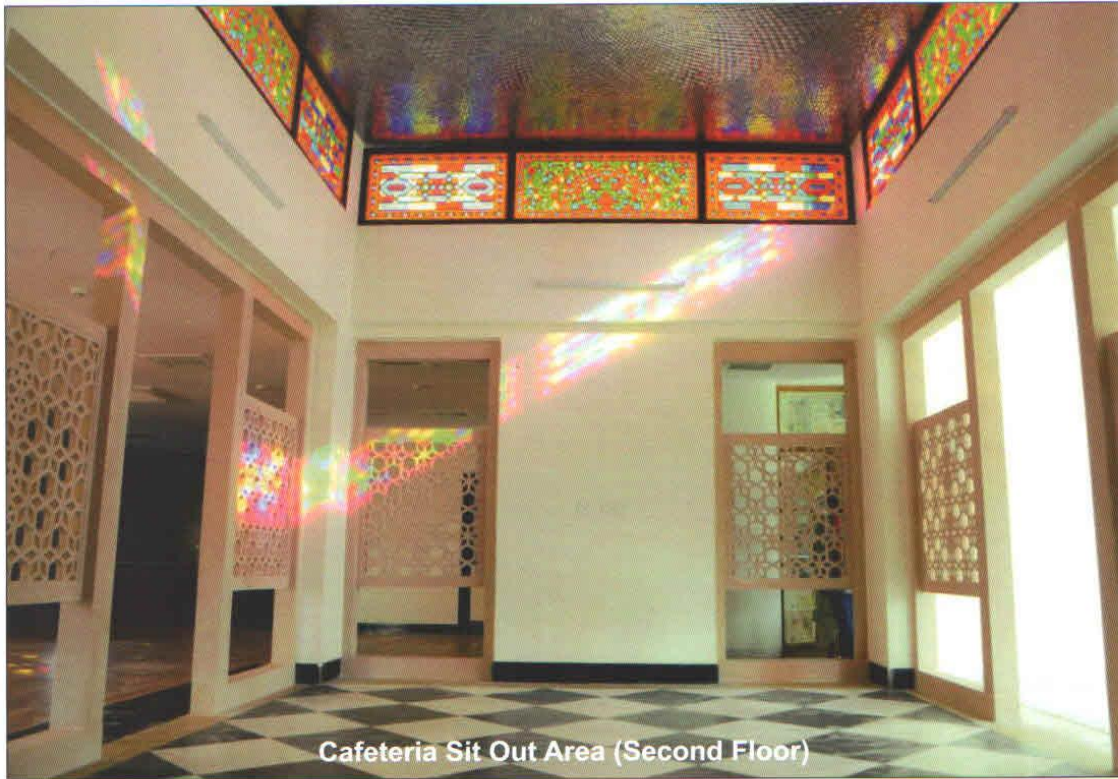




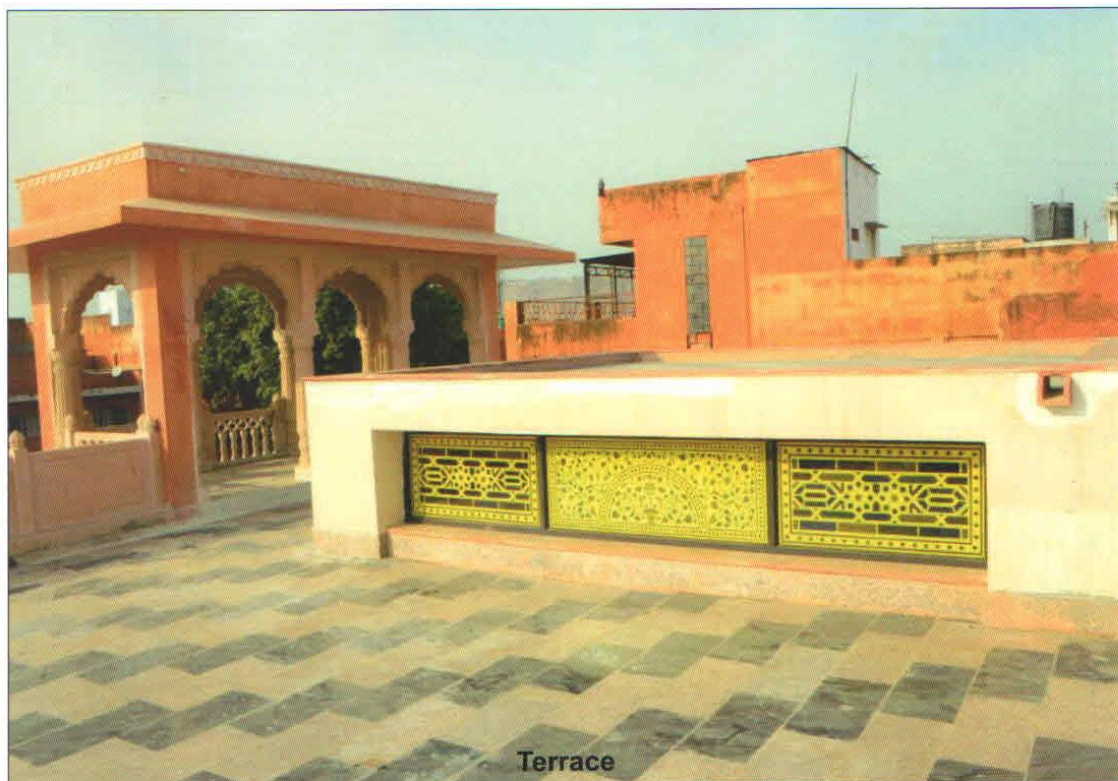
Waiting Lounge & Reception (Ground Floor)



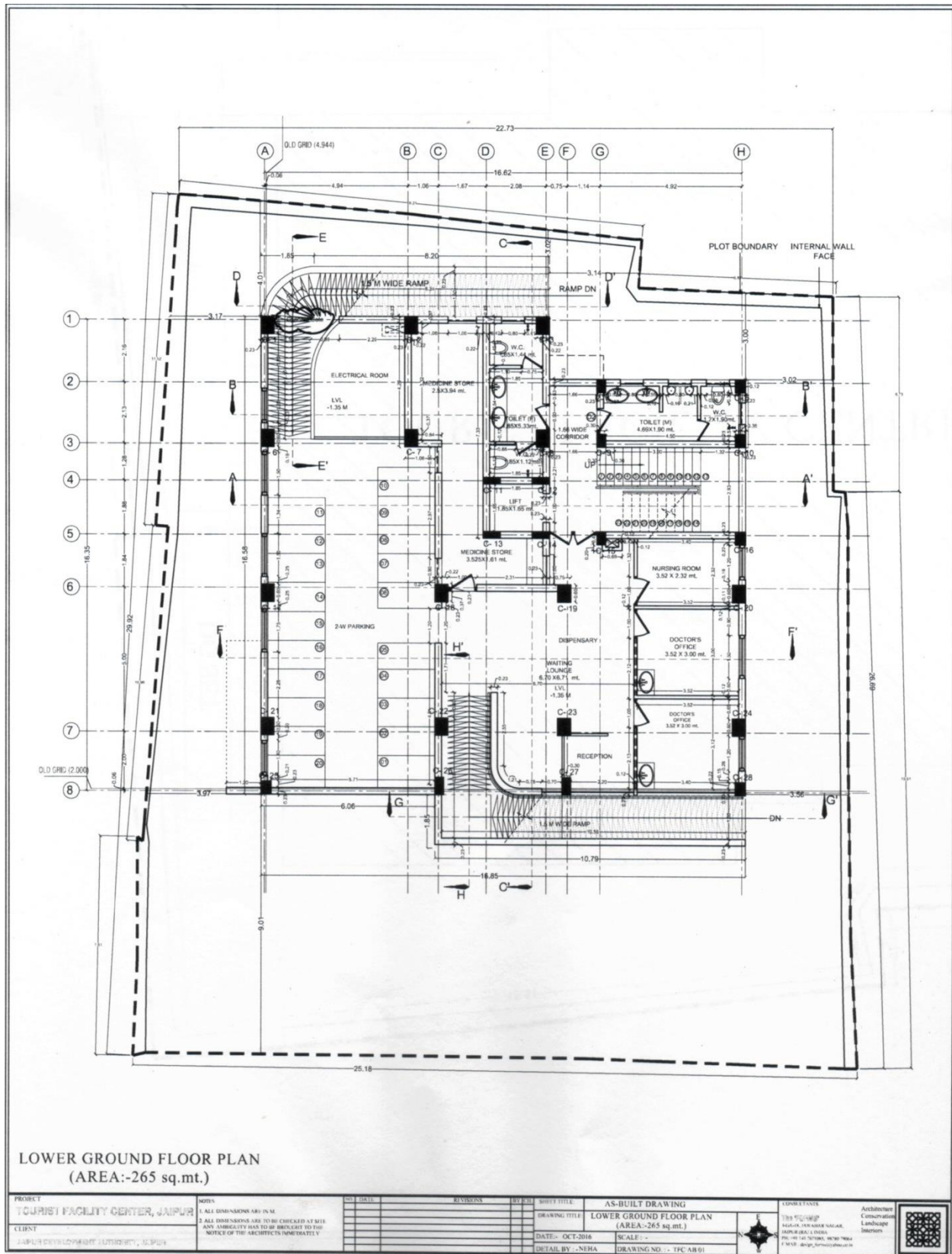
Conference Hall (First Floor)

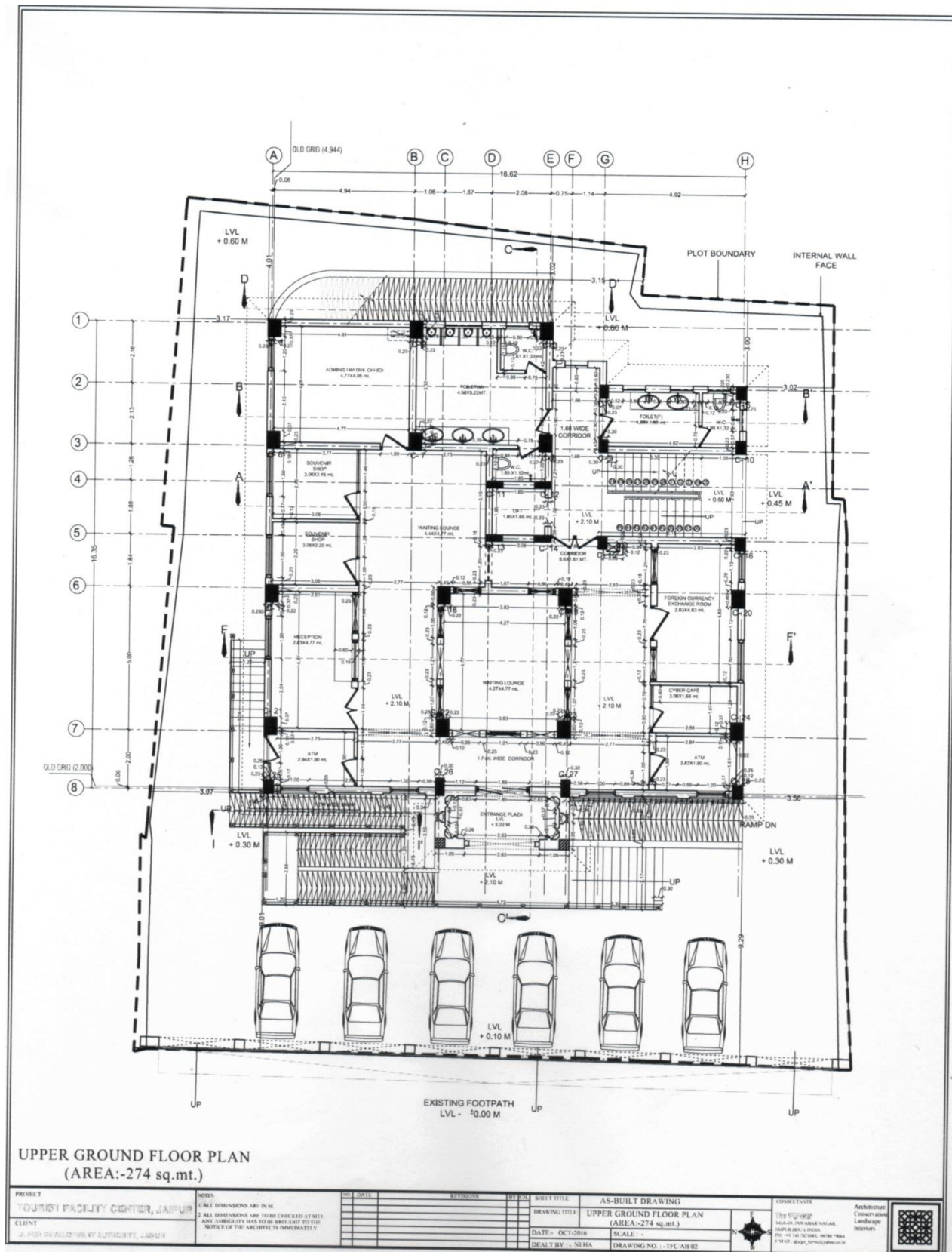


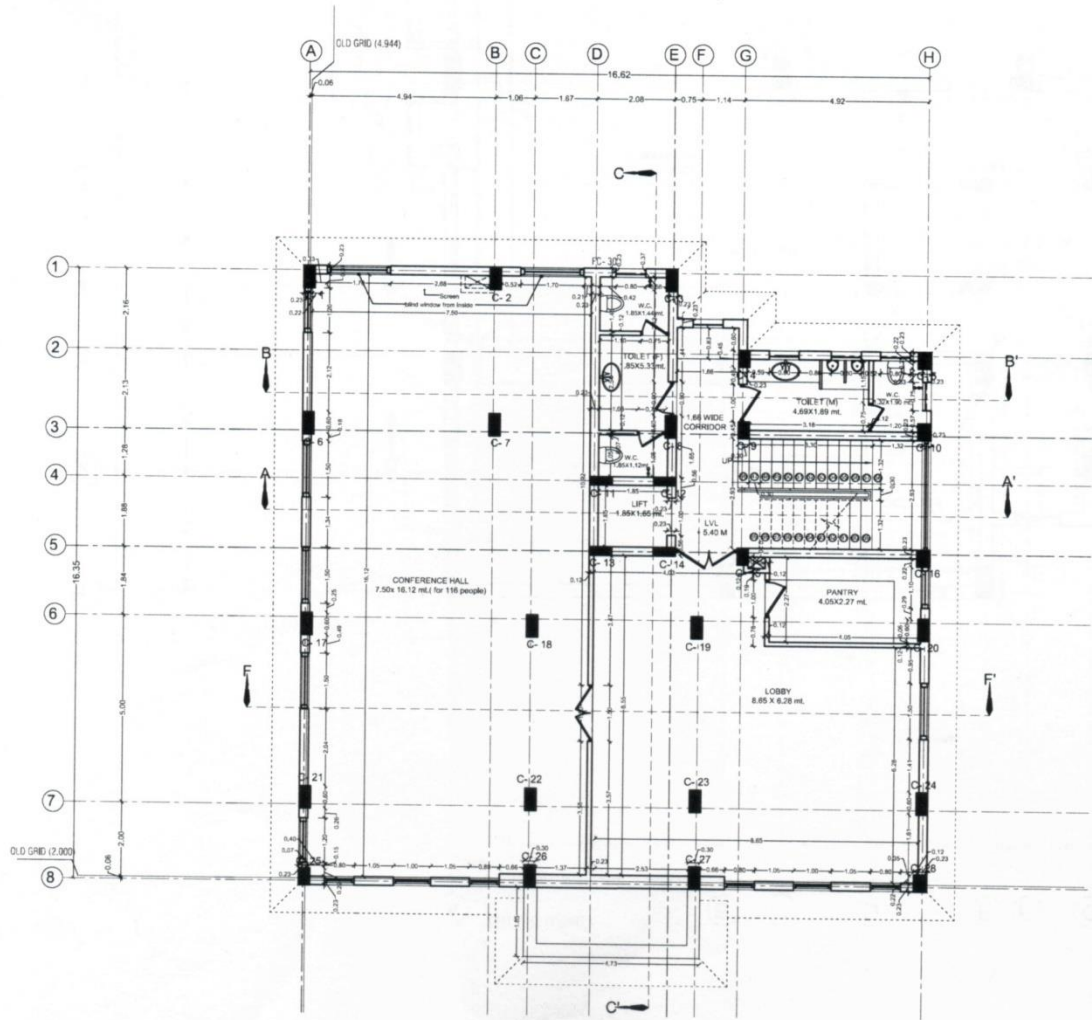
Cafeteria Sit Out Area (Second Floor)



Terrace

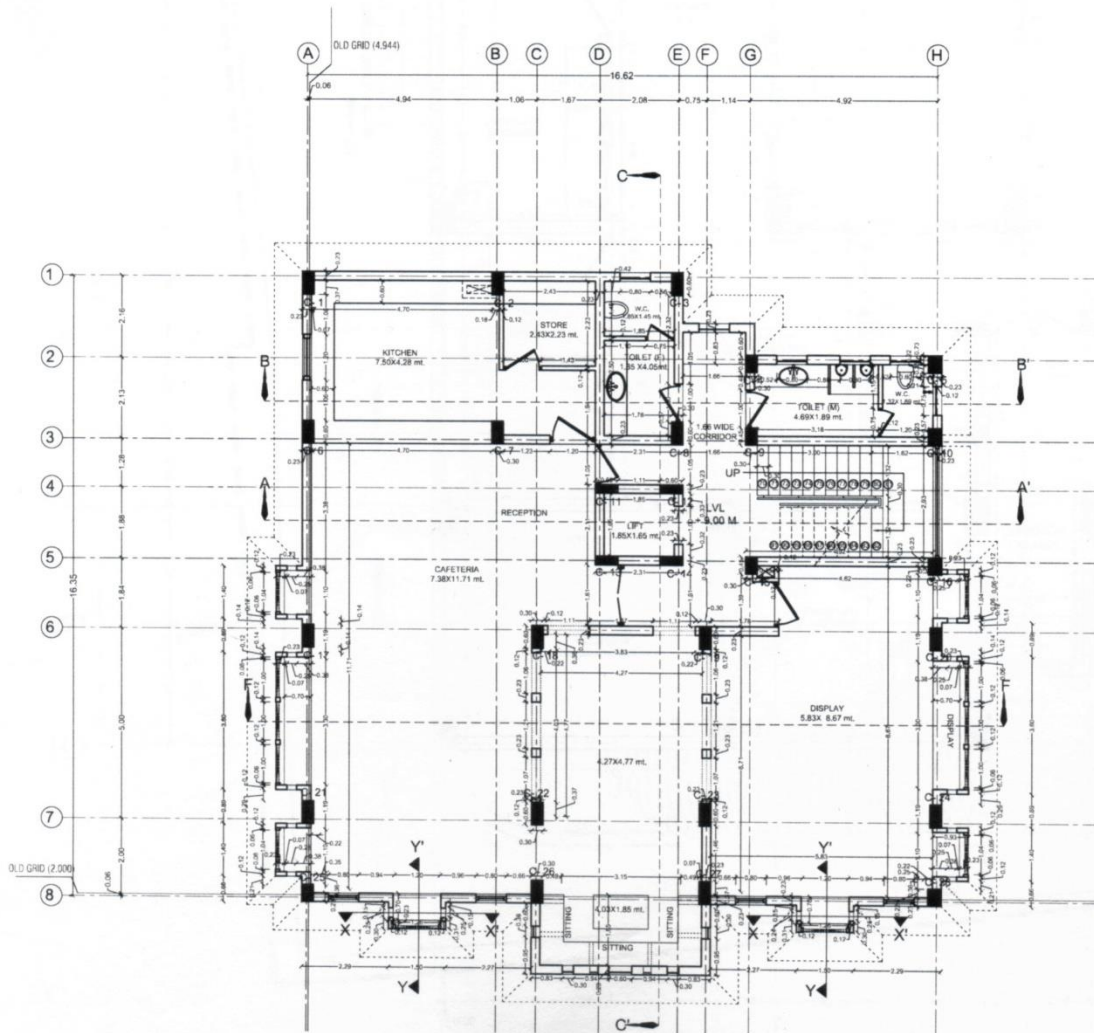







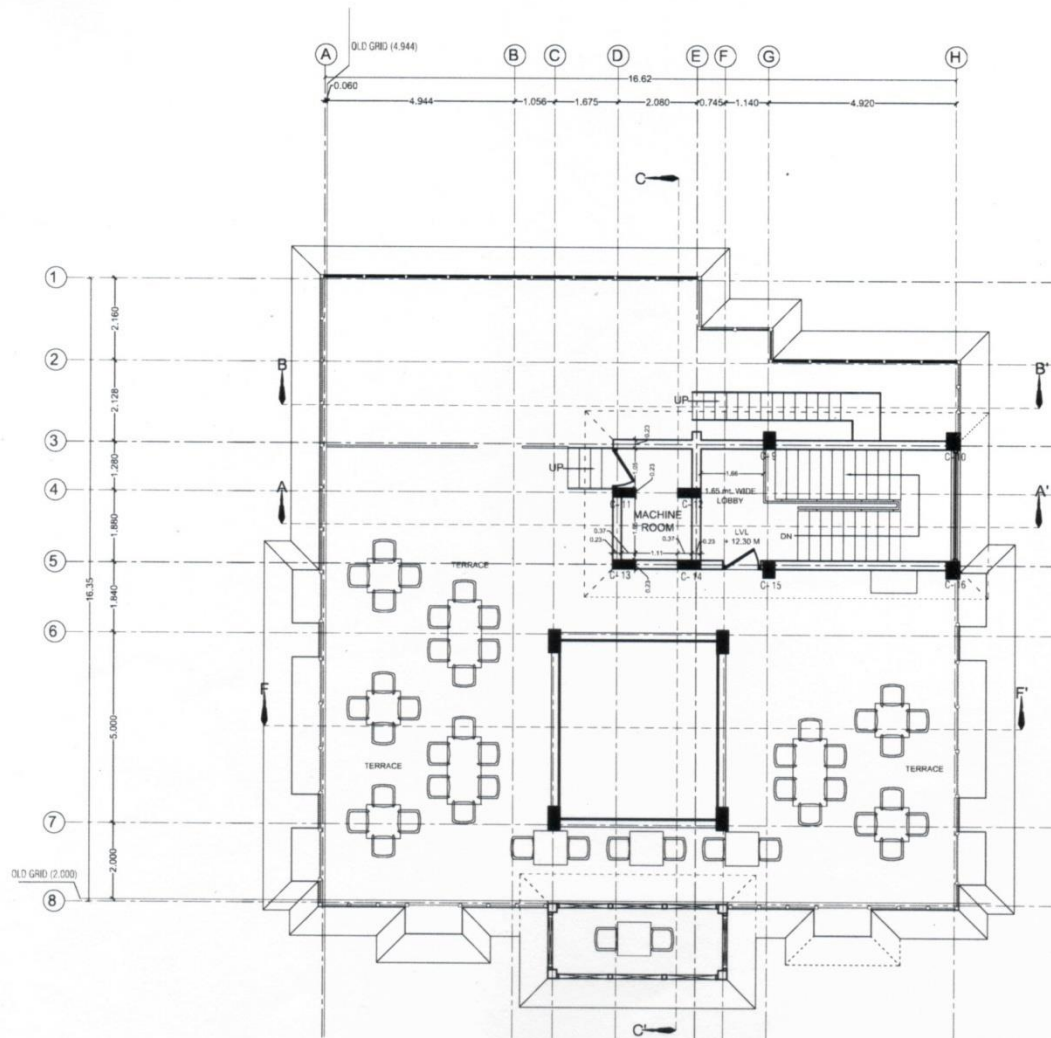
FIRST FLOOR PLAN (AREA:-282 sq.mt.)

PROJECT TOURIST FACILITY CENTER, JAIPUR	NOTES 1. ALL DIMENSIONS ARE IN M. 2. ALL DIMENSIONS ARE TO BE CHECKED AT SITE. 3. ANY AMBIGUITY HAS TO BE BRING OUT TO THE NOTICE OF THE ARCHITECT'S IMMEDIATELY	OLD DRAWN BY M. DATE: OCT-2016 DEALT BY - NEHA	AS-BUILT DRAWING FIRST FLOOR PLAN (AREA:-282 sq.mt.) SCALE: - DRAWING NO. - TFC/AB-01	CONSULTANTS ARCHITECTURE COMPOUND LANDSCAPE SOURCES
--	--	---	---	---





SECOND FLOOR PLAN
(AREA:-282 sq.mt.)

PROJECT TOURIST FACILITY CENTER, JAIPUR		NOTES 1. ALL DIMENSIONS ARE IN M 2. ALL DIMENSIONS ARE TO BE CHECKED AT SITE ANY AMBIGUITY HAS TO BE BRINGED TO THE NOTICE OF THE ARCHITECTS IMMEDIATELY		<table><tr><th>NO.</th><th>DATE</th><th>REVISION</th><th>BY</th><th>CHKD BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>		NO.	DATE	REVISION	BY	CHKD BY																AS-BUILT DRAWING DRAWING TITLE SECOND FLOOR PLAN (AREA:-282 sq.m.) DATE:- OCT-2016 SCALE:- DRAWING NO. :- TFC/AR/04		 COORDINATOR TFC/AR/04 NEHA, RAJASTHAN TOURISM DEVELOPMENT AUTHORITY, JAIPUR TEL:- 0141-2578481, 2578482 E-MAIL:- design_team@rajtourism.gov.in		Architects Concept and Landscape Interiors	
NO.	DATE	REVISION	BY	CHKD BY																											



TERRACE FLOOR

PROJECT	NOTES	REV	DATE	REVISIONS	BY	CHK	SHEET TITLE	AS-BUILT DRAWING	CONSULTANTS	Architects Consultancy Landscape Engineers
TOURIST FACILITY CENTER, JAIPUR	1. ALL DIMENSIONS ARE IN M. 2. ALL DIMENSIONS ARE TO BE CHECKED AT SITE AND AMBIGUITY HAS TO BE BROUGHT TO THE NOTICE OF THE ARCHITECTS IMMEDIATELY.						DRAWING TITLE	THIRD/TERRACE FLOOR PLAN		
							DATE:- OCT-2016	SCALE:-		
							DEALT BY:- NEHA	DRAWING NO. :- TFC/ARMS		
CLIENT										
JAWAHAR GOVT CORPORATION, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR, JAWAHAR NAGAR										

SECTION- 4, COMMERCIAL LICENSE CONTRACT AGREEMENT.

FORM OF AGREEMENT.

(To be executed on requisite value of stamp papers)

AGREEMENT.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

become payable under the provisions of the License Contract at the times and in the manner prescribed by the License Contract.

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

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

Signature for and on behalf of the Consultant Signature of the employer

Signed in the presence of

Signed in the presence of

Witness.

1

Witness.

1

2.

2.

Name and address of the witnesses to be indicated.

ARTICLE 1

INTERPRETATION

1.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Licensor" means Jaipur Development Authority (JDA).

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

ARTICLE 2

GRANT OF LICENSE AND GENERAL COVENANTS

2.1 Preamble.

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

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

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

2.2 Grant.

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

2.3 Licensor's General Covenants.

The Licensor covenants with the Licensee:

- (a) For quiet enjoyment of the Licensed Premises; and
- (b) To observe and perform all the covenants and obligations of the Licensor herein.

2.4 Licensee's General Covenants.

The Licensee covenants with the Licensor:

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

ARTICLE 3
TERM AND POSSESSION

3.1 Term.

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

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

3.2 Possession of Licensed Premises.

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

3.3 Possession of Licensed Premises.

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

3.4 Vehicle Parking Space

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

ARTICLE 4
LICENSE FEE AND SECURITY

4.1 License Fee.

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

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

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

4.2 Payment of License Fee.

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

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

4.3 Security

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

ARTICLE 5
USE AND OCCUPATION

5.1 Use of Licensed Premises.

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

5.1.1 Permissible Activities :

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

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

5.1.2 Following activities shall be permitted

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

Book Shop or Reading room with newspapers and magazines.

Any other activity with the explicit permission of JDA.

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

The entire area of IInd floor can be used for Restaurant area. For selling items of eatables and beverages, the licensee has to take approval from competent officer.

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

5.1.3 Following activities would not be permitted

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

5.1.4. Business Hours

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

5.1.5 Licensee to take permits.

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

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

5.2 Compliance with Laws.

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

5.3 Prohibited Uses

The Licensee shall not commit, cause or permit any nuisance or any waste or injury to or in or about the Licensed Premises, or to any of the license hold improvements, merchandise or fixtures therein, or conduct any use or manner of use causing annoyance to any person. Without limiting the generality of the foregoing, the Licensee

shall not use or permit the use of any portion of the Licensed Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence or other use contrary to the provisions of this License. The Licensee shall keep the Licensed Premises free of debris or anything of a dangerous, noxious, odorous or offensive nature or which could create an environmental or a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

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

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

5.4 Hazardous Use.

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

5.5 **Signage.**

The Licensee shall be permitted to install and exhibit sign(s) identifying the Licensee and the Licensee's business activities on the Licensed Premises.

Subject to requirements of existing municipal by-laws, such sign(s) are to be installed and maintained at the Licensee's own expense.

5.6 **Rules and Regulations.**

The Licensor shall be entitled from time to time to make reasonable rules with prior approval of the Licensee and regulations for the operation, maintenance, safety, and use of the Licensed Premises and the Licensee shall comply with such rules and regulations and shall cause its servants, agents, employees, customers, invitees and licensees to comply with such rules and regulations.

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

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

ARTICLE 6
RIGHTS AND OBLIGATIONS OF THE LICENSOR

6.1 Operation of Licensed Premises.

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

6.2 Access by Licensor.

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

6.3 Common services with Medical an Health Department.

There is an underground water reservoir with a capacity of 15000 Liters. Water supplied by PHED is stored in this reservoir. There is a pump installed to pump up water from the underground reservoir to overhead storage tanks installed at the terrace. There is no separate system for supply of water to the semi-basement area occupied by Medical & Health Department. There is one 6” diameter boring also with a submersible pump in the premises to supplement water supply. The requirement of water of Medical & Health Department is minimal. The entire system of water supply shall remain in the custody of the Licensee who shall be required to ensure adequate supply of water to the establishment of Medical & Health Department at all times who shall pay its share either to Licensee or to PHED as may be decided by Licensor. The decision of Licensor in this respect shall be final and binding on the Licensee.

ARTICLE 7

LICENSEE'S RESPONSIBILITIES

7.1 Licensee's Obligations.

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

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

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

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

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

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

D. Repairs - to perform all civil and electrical repairs including electrical fixtures, tube light, fan, air conditioners, RMU, electrical panels, passenger lift etc, and to

make all replacements of fixtures, systems, facilities, equipment, machinery, in the Licensed Premises as may be necessary at his own cost: and

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

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

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

7.3 Alterations by Licensee.

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

7.4 License holds Improvements.

The Licensee may install in the Licensed Premises its usual fixtures and personal property in a proper manner; provided that no installation or repair shall interfere with or damage the mechanical or electrical systems or the structure of the Licensed Premises. If the Licensee is not then in default hereunder, the fixtures and personal property installed in the Licensed Premises by the Licensee may be removed by the Licensee from time to time in the ordinary course of the Licensee's business or in the course of reconstruction, renovation or alteration of the Licensed Premises by the

Licensee, provided that the Licensee promptly repairs at its own expense any damage to the Licensed Premises resulting from the installation and removal reasonable wear and tear excepted. The Licensee shall be entitled to, remove any License hold Improvements or fixtures from the Licensed Premises upon the termination of this License.

7.5 Notify Licensor.

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

ARTICLE 8
DAMAGE AND DESTRUCTION

8.1 Damage and Destruction.

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

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

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

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

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

ARTICLE 9

INDEMNITY

9.1 Indemnity.

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

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

9.2 Limitation of Licensor's Liability.

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

9.3 Survival of Obligations and Indemnities.

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

ARTICLE 10

DEFAULTS

10.1 Events of Default.

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

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

or

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

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

10.2 Remedies on Default

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

10.3 Waiver.

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

ARTICLE 11

ASSIGNMENT AND TRANSFERS

11.1 No Assignment by Licensee.

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

11.2 Sale, Conveyance and Assignment by the Licensor.

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

ARTICLE 12

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

12.1 Surrender.

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

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

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

ARTICLE 13

GENERAL

13.1 Entire Agreement.

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

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

13.3 Notice.

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

If to the LICENSOR

The Secrerary,

Jaipur Development Authority,

Jaipur

If to the LICENSEE

Managing Director/_____

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

13.4 Relationship of Parties.

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

13.5 Governing Law.

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

13.6 Amendment or Modification.

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

13.7 Force Majeure.

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

13.8 Net License.

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

13.9 Termination of Agreement

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

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

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

13.10 Dispute

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

13.11 JURISDICTION

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

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

Witness

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

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

Contract No: JDA/EE- ROB,RUB-IV/08/2017-18

Bidder Name :						
<p align="center">PRICE SCHEDULE</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	We offer to execute in conformity with the Documents and conditions of License Contract Agreement of "Operation and maintenance of Tourist Facility Centre, Choura Rasta, Jaipur on Commercial License basis for 10 years." Note :- The rate to be quoted should be exclusive of GST which will born by bidder in addition as per cl.-3 of section2- ITB.	1.00	Job per quarter (3 Months)		0.0000	INR Zero Only
Total in Figures					0.0000	INR Zero Only
Quoted Rate in Words		INR Zero Only				