

# जयपुर विकास प्राधिकरण, जयपुर

राम किशोर व्यास भवन, कमरा नं. एन-108, द्वितीय तल, बैंक बिल्डिंग,  
इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग,  
जयपुर-302004

क्रमांक : जविप्रा/अधि.अभि. (द्र.नदी- I)/2023-24/डी-243

दिनांक : 12.02.2024

## बिड सूचना अधि.अभि. (द्र.नदी- I)/सं. 04/2023-24

जविप्रा द्रव्यवती नदी जोन के अन्तर्गत "बोटैनिकल गार्डन, बम्बाला जयपुर में जविप्रा द्वारा विकसित किये गये फूडकोर्ट को लाईसेन्स आधार पर पांच वर्षीय अवधि हेतु संचालन पर दिये जाने का कार्य" के लिए अनुमानित लाईसेन्स राशि **रु. 146.00 लाख** हेतु दिनांक 15-03-2024 सायं 6.00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती हैं। विस्तृत विवरण जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) एवं जयपुर विकास प्राधिकरण की वेबसाइट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर देखी जा सकती है।

(UBN No. )

निविदादाता को बिड में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाइट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर पंजीकृत होना आवश्यक है। निविदादाता को निविदा शुल्क एवं आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन वेबसाइट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर ही जमा करानी होगी। बोली प्रतिभूति ऑनलाईन अथवा बोली दस्तावेज में निर्धारित प्रक्रिया अनुसार बैंक गारन्टी के रूप में जमा कराई जा सकती है।
2. ऑन लाईन बिड में भाग लेने हेतु राजस्थान सरकार के पोर्टल [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर पंजीकृत होना आवश्यक है।

अधिशायी अभियन्ता  
(द्रव्यवती नदी- I)  
जविप्रा, जयपुर

**JAIPUR DEVELOPMENT AUTHORITY**

Room No. N-108, 2<sup>nd</sup> Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle,  
JawaharLal Nehru Marg, Jaipur – 302004  
Telephone: +91-141-2569696 e.mail: dravyavativriver@gmail.com

No:- JDA/EE/DR-I/2023-24/D-243

Dated: 12-02-2024

**NOTICE INVITING BID**

NIB No. : EE(DR-I)/04/2023-24

Online Bids are invited **up-to 6.00 PM of 25.01.2024** for “**Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years**”. Estimated cost of Licence is Rs. 146.00 Lacs. The last date for applying bid and making online payment on JDA portal is **15-03-2024 upto 6:00 PM** details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

(UBN No. )

To participate in the bid, bidder has to be:

1. Registered on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee and RISL Processing Fee online on website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) only. Bid Security Deposit may be deposited online or through bank guarantee in the manner prescribed in bid document.
2. Registered on e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

Executive Engineer (DR-I)  
JDA, Jaipur

## JAIPUR DEVELOPMENT AUTHORITY

Room No. N-108, 2<sup>nd</sup> Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle,  
JawaharLal Nehru Marg, Jaipur - 302004

Telephone: +91-141-2569696 e.mail: dravyavatrivier@gmail.com

## NOTICE INVITING BID

NIB No. : EE (DR-I)/04/2023-24

|   |  |
|---|--|
| <b>Name &amp; Address of the Procuring Entity</b>   | <ul style="list-style-type: none"> <li>➤ Name: Executive Engineer (DR-I), Jaipur Development Authority</li> <li>➤ Address: Room No. N-108, 2<sup>nd</sup> Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004</li> <li>Telephone: +91-141-2569696 E.mail: dravyavatrivier@gmail.com</li> </ul>  |
| <b>Subject Matter of Procurement</b>  | <ul style="list-style-type: none"> <li>➤ <b>Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years. (JOB No. 378/2015-16)</b></li> </ul>   |
| <b>Period of work</b>   | <ul style="list-style-type: none"> <li>➤ <b>5 Years</b></li> </ul>   |
| <b>Bid Procedure</b>  | <ul style="list-style-type: none"> <li>➤ Two stage open competitive bid (Two envelope) through eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></li> </ul>  |
| <b>Bid Evaluation Criteria (Selection Method)</b>   | <ul style="list-style-type: none"> <li>➤ H1 (Highest Offer from eligible bidders -H1)</li> </ul>   |
| <b>Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.</b>                    | <ul style="list-style-type: none"> <li>➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>, <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>, <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> </ul>   |
| <b>Estimated Procurement Cost</b>   | <ul style="list-style-type: none"> <li>➤ INR Rs. 146.00 Lacs for 5 years.</li> </ul>   |
| <b>Website for online Bid application and payment *</b>   | <ul style="list-style-type: none"> <li>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee online only. Bid Security Deposit, may be deposited online or through bank guarantee in the manner prescribed in bid document. <ul style="list-style-type: none"> <li>○ Bidding document fee: Rs. 5000/- (Rupees Five Thousand only)</li> <li>○ RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand only)</li> </ul> </li> </ul> |
| <b>Bid Security Deposit</b>   | <ul style="list-style-type: none"> <li>➤ Amount (INR) : Rs 2,92,000.00.</li> <li>➤ In case bidder opts to submit bid security through bank guarantee, the bank guarantee shall be valid up to 120 days from the date of opening of the bid.</li> </ul>   |
| <b>Publishing Date on SPP Portal</b>  | <ul style="list-style-type: none"> <li>➤ Start Date: 12-02-2024 at 4:00 PM onwards</li> </ul>  |
| <b>Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal</b>             | <ul style="list-style-type: none"> <li>➤ Start Date: 15-02-2024 at 09:30 AM onwards</li> </ul>   |
| <b>Bid Submission Start Date on e Proc Portal of GOR</b>  | <ul style="list-style-type: none"> <li>➤ Start Date: 15-02-2024 at 09:30 AM onwards</li> </ul>   |
| <b>Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal</b>               | <ul style="list-style-type: none"> <li>➤ End Date: 15-03-2024 upto 6.00 PM</li> </ul>  |
| <b>Bid Submission End Date on e Proc Portal of GOR</b>  | <ul style="list-style-type: none"> <li>➤ End Date: 15-03-2024 at 6.00 PM</li> </ul>  |
| <b>Physical Bank Guarantee (BG) Submission Start Date (In case bidder opts BG for Bid Security)</b> | <ul style="list-style-type: none"> <li>➤ Start Date: 18-03-2024 at 10:00 AM</li> <li>➤ Place of physical BG submission:<br/>Nodal officer, Room No. MB-SF-225A of Main Building, JDA, Jaipur.</li> </ul>   |

|  |   |
|--|---|
| Physical Bank Guarantee (BG) Submission Closing Date | ➤ Closing Date: 20-03-2024 up to 03:00 PM   |
| **Bid Opening Date on e Proc Portal of GOR           | ➤ 21-03-2024 at 11:30 AM<br>➤ Room No. N-108, 2 <sup>nd</sup> Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) |
| Bid Validity   | ➤ 120 days from the bid submission deadline   |
| Time period  | ➤ 60 Months   |

\* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL Processing fee online through JDA Portal. The bid Security options available in tender for participants are as mentioned below:

**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.

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 (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, 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 11 th 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.
10. The provisions of RTPPA Act 2012 and Rules 2013 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 thereto, the later shall prevail.

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

**Process for Participation & Depositing Payment Online**

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal

[www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

**To participate in the bid, bidder has to be:**

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

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](http://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](http://www.eproc.rajasthan.gov.in) as mentioned in the receipt.

| <b>Jaipur Development Authority, Jaipur.<br/>Bid Participation Receipt</b> |                      |                      |      |
|--|----------------------|----------------------|------|
|  |                      | Date & Time:-        |      |
| <b>Bid Detail</b>  |                      |                      |      |
| Bid ID:  |                      | Procurement Entity:- |      |
| Bid Title:   |                      |                      |      |
| Bid Value:   |                      | Bid Opening Place:   |      |
| <b>Bidder Detail</b>   |                      |                      |      |
| Name of Entity:  |                      | Mobile No.:          |      |
| Registration Type:   |                      | Instrument Amount:   |      |
| Payment Mode:  |                      | Payment Channel:     |      |
| Instrument No.:  |                      | Instrument Date:     |      |
| <b>Dates Detail</b>  |                      |                      |      |
| Sr. No.  | Event Name           | Event Date           |      |
| 1  | Publishing Date      |                      |      |
| 2  | Bid Opening Date     |                      |      |
| <b>Specific Instrument for eProc Rajasthan</b>                             |                      |                      |      |
| <b>Instrument Type</b>   |                      |                      |      |
| Instrument Number  | Head Name            | Amount               | Date |
|  | Tender Fee           |                      |      |
|  | RISL Processing Fee  |                      |      |
|  | Bid Security Deposit |                      |      |
| Issuer Detail: Jaipur Development Authority                                |                      | Challan Number:      |      |

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

**Bank Guarantee Performa for Bid security deposit**  
Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

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 EMD/Security Deposit/ Additional Performance Guarantee for the work of **“Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years”**.

WHEREAS, \_\_\_\_\_ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated ..... for the work of **“Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years” (Name of Work)** (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.

That on demand of JDA, this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

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

THE CONDITIONS of this obligation are:

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

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or

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

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

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

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through IFSC code No ICIC0006754. 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.]

# **Jaipur Development Authority, Jaipur**

## **Food Court at Botanical Garden, Bambala, Jaipur Brief Details**

JDA has developed a Food Court at the bank of Dravyavati River downstream of Bambala Bridge, Jaipur under the Dravyavati River Project. This Food Court having 12 No. Kiosks (4.60 x 2.50 Mtr. each) alongwith permanent sitting capacity of 190 people has been developed to attract tourists and locals who used to visit the newly developed Botanical Garden near Bambala Bridge, Tonk Road Jaipur. The Garden has ample variety of plants, lawns, water bodies, playing facilities for kids and many more attractions.

Bids for Operation of the Food Court on license basis for the sale of hot and cold beverages along with vegetarian food items (without containing eggs) are being invited from the eligible bidders.

### **Time Period of Operation and Maintenance**

1. Initially the lease period shall be for a period of 5 years which may be extended on mutual agreement for further 3 years.
2. Bidders rates will be applicable for 5 years period from date of acceptance of bid with 10% increase per year, thereafter, this agreement may be extended upto total of 3 years with lease rent increase @ 10% per year or at the rate decided on mutually agreed basis.
3. Time of operation will be from 6.00 AM to 10.00 PM or as directed by JDA time to time.

### **Eligibility criteria:**

1. The agency can be individual, firm or company or partnership firm having annual turnover of over 100.00 Lacs in any of last three financial years (bidder has to submit relevant documentary proof) such as Audited copies of balance sheet & profit & loss account of the firm with C.A. certificate.
2. Agency should have experience in Restaurant sector in Private or Government organization of at least of 5 years having presence in atleast two different locations. Necessary proof should have to be submitted, like certificate from client regarding event or hospitality etc. or should have own company/ restaurant/ IT returns showing such desired experience.
3. Bid security of Rs. 2.92 Lacs shall have to be deposited online with bid on e-tendering system of JDA, Jaipur. Bid Security Deposit may also be deposited through Bank Guarantee (BG) in favour of Secretary JDA Jaipur in the manner prescribed in Annexure-2 of bid document. The bid security is refundable as per rules after finalization of bid.

4. Bidders must clearly note that Bank Guarantee (B.G.) must be submitted in the prescribed format Annexure-5 only. No changes in the prescribed format shall be acceptable.

### **Special Conditions**

1. Licensee shall be permitted to sale range of hot and cold beverages (Tea/ coffee/ hot& cold drinks) Snacks, Dairy Products, Chocolates, confectioneries, bottled water, vegetarian food items (without containing eggs) etc.

Executive Engineer (DR-I)  
JDA, Jaipur

Signature of Bidder  
With full name, address & phone.

## **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

Terms and conditions for participating in bid for the work of “Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years”

**The bidder would be a firm having rich experience in operating and managing such Food Court and capable of serving the wide range of hot and cold beverages (Tea/coffee/ hot& cold drinks) Snacks, Dairy Products, Chocolates, confectioneries, bottled water, other vegetarian food items etc.**

### **1. Eligibility**

- (a) The Applicant Firm/LLP/Company/Proprietorship should have an average annual turnover of minimum Rs. 100.00 Lacs during any of the last 3 financial years 2020-21, 2021-22, 2022-23 & Current Year 2023-24(The firm's turnover should be duly authenticated and attested by statutory auditor of the firm or its chartered accountant that ordinary audit the annual accounts of the Bidder)
  - (b) The Applicant must have an experience of running Cafeteria/food court for more than 5 years having presence in at least two different locations. (The Firm must submit the supporting documents to prove their experience).
  - (c) The Applicant firm preferably be a national/international brand having their chain of cafeteria/food court.
2. The Bid documents may also be download from website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in), <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> till dated **25.01.2024 upto 6:00 PM**. Last Date & Time of online submission of **bid dated 25.01.2024 upto 06:00 PM**. Technical bid will be opened at **11:30 AM on dated 01.02.2024** In case of Holiday, Bid can be submitted/opened on next working day.
3. The process of selection will be a two stage bidding process i.e. technical bid and financial bid.

**Part - A (Technical Bid):** Technical bid will contain the documented proof of bidders capability in the field. The technical bid duly filled in the annexed format must be supplemented with the copy of PAN Card, GST Registration, acknowledgement of monthly GST return, Annual turnover certificate, Registration copy of company/firm, certificate other credentials in support of experience along with the details. Technical Bid shall contain the firm's detailed Balance sheet, P&L statement for the last 3 financial years (2020-21, 2021-22, 2022-23 & Current Year 2023-24). Firm should attach the document of turnover and net worth duly authenticated & attested by qualified C.A.

**Part - B (financial Bid):** Financial bid will contain only the financial offer. Bidders may quote any amount higher than the minimum license fee (Rent) Rs. 2.00 lakh per month (Plus taxes as applicable) prescribed by the department as license fee. Financial Proposals of only those firms found technically qualified after evaluation shall be opened, Evaluation of the Firm shall be made by the Committee based on eligibility parameters as prescribed by the JDA. JDA will intimate the date & time of opening of financial bid on the website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) Financial bid has

to be uploaded separately only in the form of Excel Sheet. It need not be uploaded along with the technical bid. The firm which offers the highest license fee will be awarded the work subject to fulfillment of the other terms & conditions of the tender document.

4. The license fee shall be increased by 10% every year over and above the amount that of the previous year.
5. The Firm must have an average annual turnover of minimum Rs. 100.00 Lacs during any of the last 3 financial years (2020-21, 2021-22, 2022-23 & Current Year 2023-24) (The firm's turnover must be duly authenticated and attested by statutory auditor of the firm or its chartered accountant that ordinary audit the annual accounts of the Bidder) and must have an experience of running Cafeteria/food court for more than 5 years having presence in at least 2 different locations. (The Firm must submit the supporting documents to prove their experience).
6. The Online bid notice (Advertisement published in newspaper) is also part of this bid document.
7. Responsibilities/Liabilities of the Licensee.
  - 7.1 The entire cost of the staff engaged and the recurring cost shall be borne by the licensee.
  - 7.2 The entire cost of refurnishing the outlet and the Food Court will be borne by the licensee.
  - 7.3 The licensee shall arrange all service equipments as necessary for providing services of a high standard.
  - 7.4 The electricity & water charges shall be borne by the licensee. The licensee will deposit these charges on monthly basis along with license fee.
  - 7.5 All taxes shall be borne by the licensee himself.
  - 7.6 All licenses required to operate the cafe will be the responsibility of Licensee.
  - 7.7 License fee will be a feature of the agreement and offer indicated as per the financial bid (Part II).
  - 7.8 The payment of license fee will be done on monthly basis through online or by D.D. in favour of Secretary JDA, Jaipur.
  - 7.9 License fee shall be deposited by the 10th day of successive month failing which interest @ 18% per annum will be charged. The 10 days grace period is admissible only when the license fee has been deposited by 10th of successive month, otherwise interest shall be charged from first day of successive month.
  - 7.10 The licensee will place signboards, signages, neon signs, menu boards etc. at his own cost only after due approval of Engineer In-charge, JDA.

- 7.11 The licensee will not alter/deface any of the permanent structures, or part thereof.
- 7.12 Timing of outlet and Food Court will be in sync with the opening and closing of the park timing.
- 7.13 The licensee will provide waste collection bins within the outlet and near each Food Court with message for proper disposal of waste as per norms of JNN.
- 7.14 The liabilities, if arising out on account of quality of the product, hygiene, storage etc. shall be exclusively borne by the licensee.
- 7.15 The licensee shall display the selling price/Maximum retail price (MRP) of the products at the outlets for the convenience of the consumers.
- 7.16 The licensee will pay water and electricity consumption charges on the basis of actual consumption thereof. The installation charges of these consumptions shall be borne by the licensee.
- 7.17 The licensee shall ensure to have enough stocks of its products at Food Court.
- 7.18 The licensee shall provide its complete range of proprietary beverages, snacks by installing vending machines for the hot proprietary beverages at the location for catering the consumers needs.

## 8. Duration of the Agreement

- 8.1 The duration of the agreement shall be for a period of 5 (Five) years from the date of signing of the agreement. Thereafter, the agreement may be renewed on same terms and conditions for another 3 (Three) years, The department reserves the right to enter into a fresh contract by way of open bid or other suitable method and not to extend this contract.

## 9. Termination of the Agreement

- 9.1 In case of any legal infringement this agreement shall stand terminated with immediate effect.
- 9.2 Violation of any of the terms of the agreement may result in termination of this contract, after giving a reasonable opportunity to the licensee of being heard.
- 9.3 The operational agreement may be cancelled by issuing three month prior notice from either end.
- 9.4 As the contract is likely to endure for a period of more than 5 years therefore Jaipur Development Authority, Jaipur has an unconditional power of revocation or cancellation at any time on the expiring of 3 month notice to that effect.

## 10. Work Performance Security

- (i) The licensee shall deposit a work performance security amount of Rs. 7.50 Lacs or equivalent to 5% of license fee of 60 months whichever is higher through online or in the form of FDR /Demand draft/Bank Guarantee drawn in favour of Secretary JDA, Jaipur. Bid security may be adjusted against work performance security on request. Work Performance Security shall be refunded after satisfactory completion of the agreement period. No interest will be payable on deposit at the time of refund.
- (ii) In case of termination of service by the licensee prior to the stipulated notice period, the work performance security shall stand forfeited and penalty will be charged as per RTPP Act 2012 & Rules 2013.

11. Resolution of Disputes

- (i) Any legal disputes arising out of the Agreement shall be subject to the jurisdiction of the civil courts in Jaipur.

12. Miscellaneous

- 12.1 The licensee would be responsible for all-legal and administrative procedures and compliances for the day-to-day operations.
- 12.2 The licensee shall indemnify Secretary JDA, Jaipur of all the financial losses that it may incur by virtue or any legal default/infringement.
- 12.3 The licensee shall ensure uninterrupted services at and from the licensed area during the specified working hours.
- 12.4 The Selection committee reserves the right to accept or reject any offer (bid) without assigning any reason.
- 12.5 The licensee shall execute an agreement on non judicial stamp paper of specified value at its cost within a period specified by department or as per Rules in writing with concerned Executive Engineer, JDA, Jaipur incorporating the above terms & conditions, before taking possession of the specified Food Court building.
- 12.6 In regard to any dispute arising out of these tender conditions, the decision of the Jaipur Development Commissioner shall be final.
- 12.7 The Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013 will be applicable for this bid.
- 12.8 The site for Food Court at is at Botanical Garden near Bambala Bridge, Tonk Road, Jaipur can be seen on any working day by contacting Executive Engineer (DR-I), JDA, Jaipur.

13. 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 anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and 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 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 or 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.

14. 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.

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if including but not limited to :

- (a) Have controlling partners/shareholders in common or
- (b) Receive or have received any direct or indirect subsidy from any of them
- (c) Have the same legal representative for purposes of the bid.
- (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
- (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 contractor not otherwise participation as bidder in more than one bid
- (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,
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract

15. Grievance redressal during procurement process shall be as per annexure-C of RTPP rules.

16. The agency shall have to obtain regular licenses, approvals, NOCs required to run the Food Court from competent authority as applicable by the law.

17. On completion of contract period premises, furniture, equipments etc. will be taken back in the same condition which was at the time of handing over to the agency.
18. Agency shall maintain structures/monuments and other accessories in the premises which shall be handed over to him.
19. If agency wants to make some minor changes which shall not change the general appearance may be permitted with prior approval of Executive Engineer (DR-I) on its own cost. No major changes shall be allowed.
20. Agency will have to start the restaurant within two months period after acceptance of contract. License fee shall be payable from the date of starting of the Food Court operations or two months from the date of award of the LoA whichever is earlier.
21. All employees of the Food Court will have to wear washed and ironed uniform. Agency will be responsible for the good conduct of its employees. In case of any miss happening or accident during operation period JDA will not be responsible for damages/compensation.
22. Agency has to make insurance of Food Court premises and all his employees and shall be abide by all relevant laws & rules. The copy of insurance-certificate/policy is to be submitted in JDA.
23. All kind of taxes applicable to Food Court will be borne and paid by the successful bidder.
24. The safety of equipments, furniture, assets etc. in the premises of Food Court will be responsibility of agency.
25. The agency himself has to take desired permissions required as per Law.
26. The agency shall have to attend office of JDA whenever called and required to discuss any issue and shall have to submit replies to any queries made by JDA.
27. The maintenance of entire premises of the Food Court as well as public facilities available shall be ensured by the agency at his own cost & expenses as per directions given by JDA.
28. Day to day maintenance e.g. painting, lights, any damages, sanitary, garbage clearing, replacement of plants etc. will be done by agency at its own cost as per the direction of JDA.
29. The Agency can terminate the agreement before the expiry of the tenancy period but not before completion of one year from the date of start of agreement after giving three months prior notice to the JDA of its intention to terminate the agreement provided the Agency agrees to surrender the Performance Guarantee.
30. Amount of approved monthly lease rent will be deposited by 10th of every month as advance rent in JDA account and its receipt will be presented to Executive Engineer. If rent is not deposited in time, interest will be payable @ 18% p.a. up to a delay period of 2 months. If the agency does not deposit the rent even after 2 months then JDA can terminate the contract and take legal action for recovery of balance rent. If any violation of the terms and condition

- of bid is done by the agency then bid security may be forfeited and the contract will be terminated.
31. JDA can terminate the contract if there is a breach of agreement.
  32. Decision of JDC (Jaipur Development Commissioner) will be final and binding to the bidder.
  33. Jaipur (City) will be the jurisdiction for any litigation in this regard.

Executive Engineer (DR-I), JDA, Jaipur reserves the right to cancel/postpone/extend/modify this bid, thus published, without showing any cause to anyone. However, any communication related to cancellation/ postponement/ extension/modification will only be published in the official websites [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in)

Executive Engineer (DR-I)  
JDA, Jaipur

I have read the above terms and conditions and after fully understanding them agree to abide by term & conditions in case I am awarded the contract.

Signature of Authorized signatory Name  
of Bidder:

Date:

**JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

OFFER FORM

PART-I

(TECHNICAL OFFER)

**Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on  
Licence basis for Five years**

1. Offer for.....
2. Name of Company/firm :
3. Address & Contact Nos.
  - (a) Registered Office :
  - (b) Local Office :
  - (c) PAN No. :
4. Average annual turnover of the bidders/company/firm of the last 3 financial years:

| S. No. | Particulars | Year                      | Amount Rs. in Lacs | Page no of referred document submitted | Remarks |
|--------|-------------|---------------------------|--------------------|--|---------|
| 1      | Turnover    | 2020-21                   |                    |  |         |
|        |             | 2021-22                   |                    |  |         |
|        |             | 2022-23                   |                    |  |         |
|        |             | 2023-24<br>(Current Year) |                    |  |         |
|        |             | Total                     |                    |  |         |
|        |             | Average Annual turnover   |                    |  |         |

Note :- Firm's turnover must be duly authenticated and attested by statutory auditor of the firm or its chartered accountant that ordinarily audit the annual accounts of the Bidder.

5. Details of Business in such operations (locations of the cafeteria/food court, menu/food offering at these cafeteria, daily football, food license and other supporting documents to establish the minimum eligibility criteria, etc.) – Attach supporting documents & details.
6. Details of Bid security (EMD), Bid Processing Fee and Bid Fee deposited :
  - (a) Amount deposited : Rs .....
  - (b) Draft No.....  
Bank .....

The information furnished above is true to the best of my knowledge. The terms and conditions of the offer document have been read and understood by the undersigned and a signed copy of the same is enclosing as confirmation.

signatory) (Signature of authorized

Name & Designation:  
Seal of company

Date:

## COMMERCIAL LICENSE CONTRACT

THIS LICENSE CONTRACT made at Jaipur on Dated ..... between JDA and ..... for **“Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years”**.

1. JDA through its Executive Engineer (DR-I) JDA, EE which expression shall, unless it is repugnant to the context or meaning thereof, is deemed to mean and include its successors and assigns of (the "Licensor) One Part

And

2. -----  
-----

(Here in after called "the licensee which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the other part)

3. The licensee has deposited a sum of Rs. .... the form of bank guarantee number ----- date ----- as work performance security for the due performance of the aforesaid agreement

IN CONSIDERATION of the mutual covenants contained herein, the Licensor and Licensee hereby agree as follows:

## ARTICLE 1

### INTERPRETATION

#### 1.1 Definitions:

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

“**Space**” means the Space (a) allotted and permitted use under this license to the licensee by the licensor as per map enclosed for running a Food Court.

“**Commencement Date**” means the date of Agreement.

“**Event of Default**” means as event referred in Article 10.1.

“**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 thin 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 \_\_\_\_\_(As per map enclosed here within);

“**License Fee**” means the 1<sup>st</sup> Year License Fee Rs. \_\_\_\_\_ GST) Total amount Rs. \_\_\_\_\_ per Month (Rupees \_\_\_\_\_ only). The license fee shall be increased by 10% every year of the previous year.

“**Occupancy Date**” means the date on which space is given.

“**Permitted Use**” means the business of running of Food Court.

“**Term**” means a period of five years which can further be extended for another three years commencing on the Commencement Date or any renewal Period hereunder

“**Termination Date**” means the date on which five 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 tax (GST), Service Tax, Luxury Tax and any other Taxes imposed on the Licensor with respect to this License by State of Central Government, the provided hereunder or the License Fee.

## **ARTICLE 2**

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

#### **2.1 Grant**

The Licensor hereby grants license to the Licensee and the Licensee hereby gets license from the Licensor the Licensed Premises, to have and to hold the Licensed Premises for a period of five years from the Commencement Date which can be further 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.

#### **2.2 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.

#### **2.3 The Licensee 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 five years which shall begin from the Date of 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

#### **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.

#### **3.3 Vehicle Parking Space**

Licensee shall be permitted to use the parking space for vehicles in the licensed premises for the guest visiting the premises.

## **ARTICLE 4**

### **LICENSE FEE**

#### **4.1 License Fee.**

The Licensee shall pay to the Licensor as License Fee in 1st year as sum quoted amount per month by way of Online payment or Demand Draft/Bankers Cheque payable to Secretary, JDA Jaipur by the 10th day of next month and if there is a holiday on the 10th day then the fee can be deposited on the next working day. The License Fee must be paid by the end of next 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 increased by 10% every year of the previous 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.

Deposition of late fee will invite 18 % interests on each day's delay.

#### **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. 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. License Fee is exempted for a period of one month from the handing over of possession of the allotted space to start the Food Court for tourists.

## **ARTICLE 5**

### **USE AND OCCUPATION**

#### **5.1 Use of Licensed Premises**

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 only 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.

**RTPP Act 2012 & Rule 2013 and All Laws Govern by Government of Rajasthan are applicable this agreement.**

#### **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.

#### **5.4 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 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 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.

## 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 Article 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 but not unreasonably disturb or interfere with the Licensee's use of the Licensed Premises or operation of its business, to the examine, inspect and show the Licensed Premises for purposes of making 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.

## 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:

- A. 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 from damage insurance with limits of not less than Rs. 1.00 Lacs 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;
- B. 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
- C. Taxes - to promptly pay and discharge all taxes, levies, duties, assessments and license fees whatsoever whether municipal, school, and license 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.
- D. Maintenance- to maintain the Licensed Premises and all improvements therein in good order and condition and remove from the Licensed Premises at its expense all debris and garbage;
- E. Repairs- to perform all repairs to and make all replacements of fixtures, systems, facilities, equipment, machinery, license hold improvements and plate glass in the Licensed Premises as may be necessary; and
- F. 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 license may require to carry out the required repair and renovation work of the licensed premises before operationalizing 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/alteration would be permissible in the original character of the building. The external and internal facade shall remain the same.

### **7.3 Alterations by Licensee**

The Licensee may from time to time at its own expenses make internal refurbishment and temporary internal changes in the Licensed Premises to better adapt the same to its business shall be carried out in a good and workman like manner. If any such changes additions or improvements require 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 perform and the Licensor hereby reserves the right to perform any such work at the expenses 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 Heritage requirements, Law and Regulations of JDA.

### **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 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 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 insurance perils from time to time a 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 repaired or restored.

(b) Notwithstanding subsection (a) above, if in the opinion of the Licensor's architect or engineer 60 business days of the happening of damaged the licensed premises shall be incapable of being rebuilt, repaired, 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 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 Licensee shall terminate from the date of such damage and the licensee 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 strike, lock-outs, slow-downs, shortage of material or labour, 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 license to the 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 within a period of one month by the Archaeological Department. In the event, the Archaeological Department fails to cure/repair such damage within the aforesaid 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 other 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 this License.

## **ARTICLE 10**

### **DEFAULT**

#### **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;

(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 performed 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 period 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, Archaeological Department 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 shall only be effected if expressed in writing.

## **ARTICLE 11**

### **ASSIGNMENT AND TRANSFERS**

#### **11.1 No Assignment by Licensee**

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.

#### **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 subject 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**

### **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.

**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 map/drawing 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 obligation 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 verbally, they shall be confirmed by registered letter and addressed as follows:

If to the LICENSOR

Executive Engineer (DR-I), JDA Jaipur

If to the LICENSEE

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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 changes.

**13.4 Relationship of Parties**

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

**13.5 Governing Law**

This License shall be constructed 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 supplements to this license shall be valid or binding unless set out in writing and executed by the Licensor and the Licensee.

**13.7 Force Majeure.**

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

**13.8 Net License**

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

**13.9 Termination of Agreement**

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. Similarly licensee shall have to give three months of notice period to licensor if he intends to terminate the agreement.

**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.

Signature on behalf of Department  
Designation

Signature of the Licensee

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1. Witness No. 1-

1. Witness No. 1-

2. Witness No. 2-

2. Witness No. 2-

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**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| NUMBER #                    | TEXT #   | NUMBER # | TEXT #    | NUMBER #  | NUMBER                                | NUMBER #                | TEXT #                |
|-----------------------------|--|----------|-----------|---|---------------------------------------|-------------------------|-----------------------|
| Sl. No.                     | Item Description   | Quantity | Units     | BASIC RATE In Figures To be entered by the Bidder Rs. P | GST Rs. Ps. (as per applicable extra) | TOTAL AMOUNT With Taxes | TOTAL AMOUNT In Words |
| 1                           | 2  | 3        | 4         | 5   | 6                                     | 7                       | 8                     |
| 1                           | <p>Operation of Food Court developed by JDA at Botanical Garden, Bambala Jaipur on Licence basis for Five years.</p> <p>(Minimum license fee is fixed as Rs. 2.00 lakh per month (Plus taxes as applicable) for Food Court. In the Financial bid the Bidder may quote any amount higher than the minimum license fee as prescribed by the department. The license fee shall be increased by 10% every year over and above the amount that of the previous year).</p> | 60       | Per month |   |                                       | 0.0000                  | INR Zero Only         |
| <b>Total in Figures</b>     |  |          |           |   |                                       | <b>0.0000</b>           | INR Zero Only         |
| <b>Quoted Rate in Words</b> | <b>INR Zero Only</b>   |          |           |   |                                       |                         |                       |

