

**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(RSIC)**

(A Government of Rajasthan undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Phone: 0141-2227267 Fax: 0141-5115766

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RFP NO:RSIC-18/2017-18

Dated 6.10.2017

REQUEST FOR PROPOSAL

To

Equip, Operate, Lease, Manage & Transfer

“RAJASTHALI MALL”

Near Ajmeri Gate, M.I. Road, Jaipur

Under PPP model

TABLE OF CONTENTS

S. No.	Particulars	Page nos.
1.	Title Page	1
2.	Table of Contents	2
3.	Disclaimer	3
4.	Format of NIB for Publication in the Newspapers	4
5.	Format for NIB for Publication on SPPP portal	5-7
6.	Prevailing Procurement Provisions	8
7.	Definitions	9-10
8.	Instructions to Bidders	11-22
9.	General Terms & Conditions	23-28
10.	Special Terms of Reference	29-33
11.	Other Conditions	34-41
12.	Letter of submission of Tender	42-43
13.	Check List to be enclosed with Techno-commercial Bid	44-47
14.	Exceptions & Deviation Form	48
15.	Proforma for Price Bid/BOQ	49
16.	Proforma for Guarantee Bond for Security Deposit	50-52
17.	Declaration by the Bidder/ Operator	53
18.	Proforma for Affidavit	54
19.	Proforma for Undertaking	55
20.	Compliance with code of integrity & No conflict of Interest	56-57
21.	Declaration by the Bidder	58
22.	Appeal procedure & format under RTPP Act	59-62

Disclaimer

1. The information contained in this Request for Proposal (RFP)/ tender document provided to the Bidder(s), by or on behalf of The Rajasthan Small Industries Corporation Limited (RSIC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP/ tender document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RFP/ tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This document does not purport to contain all the information each Bidder may require. This document may not be appropriate for all persons, and it is not possible for RSIC, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP/ tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources.
3. RSIC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP/ tender document.
4. RSIC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/ tender document. It is in its absolute discretion of RSIC to accept or reject any bid without assigning any reason.

The Rajasthan Small Industries Corporation Limited (RSIC)

(A Government of Rajasthan undertaking)

Udyog Bhawan, Tilak Marg, Jaipur, Rajasthan 302005

(Telephone No. 0141-2227267 Fax No.5115766Email: rajsico@rajasthan.gov.in)

NOTICE INVITING BID

(Format of NIB for Publication in the Newspapers)

RFP No. RSIC-18/2017-18

Dated 6.10.2017

Single Stage Techno-commercial and Financial Proposals (Bids) are invited electronically by The Rajasthan Small Industries Corporation Limited (RSIC) to *Equip, Operate, Lease, Manage and Transfer“ Rajasthali Mall”, Near Ajmeri Gate, Jaipur.*

Brief particulars of procurement are given below:-

Brief Description of work	Period of Contract	Bid Security / Earnest Money	Cost of Tender Document	Processing Fee
Equip, operate, lease, manage and transfer <i>Rajasthali Mall</i> , near Ajmeri Gate, Jaipur on “As is Where is” basis	10 years	Rs. 10.00 lacs	Rs. 5000/-	Rs. 1000/-
Period of downloading of the RFP/ Tender document	From 09.10.2017 to 08.11.2017 (up to 1.00 PM)			
Last Date & Time for online Submission of offer	08.11.2017(up to 3.00 PM)			

The complete Bidding Document may be seen at or downloaded from the State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in> and its non-refundable price may be paid along with processing fee and bid security, at the time of submission of the bid as specified in the bidding document.

General Manager,
The Rajasthan Small Industries Corporation Limited (RSIC)
Udyog Bhawan, Tilak Marg,
Jaipur, Rajasthan

The Rajasthan Small Industries Corporation Limited (RSIC)

(A Government of Rajasthan undertaking)

Udyog Bhawan, Tilak Marg, Jaipur, Rajasthan 302005

(Telephone No. 0141-2227267 Fax No.5115766 Email: rajsico@rajasthan.gov.in)

Notice Inviting Bid

(Format of NIB for Publication on State Public Procurement Portal)

RFP No: RSIC-18/2017-18

Dated 6.10.17

DETAILED e- NOTICE INVITING BID

Online tenders are invited in electronic form through <https://eproc.rajasthan.gov.in> for following work from the competent Individuals/Firms/Companies:-

Brief Description of work	Period of Contract	Bid Security / Earnest Money
Equip, operate, lease, manage and transfer Rajasthali Mall, near Ajmeri Gate, Jaipur on "As is Where is" basis	10 years	Rs. 10.00 lacs
Cost of tender document is Rs. 5000/- (inclusive of GST) payable by Demand Draft/Banker's Cheque, in favour of "The Rajasthan Small Industries Corporation Limited" drawn at Jaipur		
e- Tendering Processing Fee	Rs. 1000/- payable by DD in favour of MD,RISL at Jaipur	
Period of downloading of RFP/ Tender document	From 09.10.2017 to 08.11.2017 (up to 1.00 PM)	
Last Date & Time of online Submission of Offer	08.11.2017 (up to 3.00 PM)	
Date of opening of Techno Commercial Offer	08.11.2017 at 4:30 PM at RSIC Head Office, Jaipur	

The Bidder shall be pre-qualified on the basis of the following criteria:-

The Bidder should possess techno-managerial experience of operation, maintenance and management of malls/complexes/ townships having minimum carpet area of 20,000 sq. Ft. for minimum period of 5 years during the last 10 years period and the Bidder must also have an average minimum net worth of Rs. 10 Crores during last 3 financial years.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the links like - *help for contractors, information about DSC, FAQ and bidders manual kit* to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & Earnest Money. The original Demand Draft/ Banker's Cheque for the required cost of tender document, e-Tendering processing fee & Earnest Money should reach the office of General Manager, The Rajasthan Small Industries Corporation Limited, Udyog Bhawan, Tilak Marg, Jaipur-302005 on or before the time specified for online submission of tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid. Duly attested copies of audited balance sheets in support of net worth and documentary evidences in support of techno-managerial experience should be submitted. The decision of the Corporation will be final and binding in this regard.

It is to be noted that, in case of Company registered under Companies Act, net worth and techno-managerial experience of the Company shall only be considered. The Corporation reserves its right to call for any additional information so as to check the eligibility of the Bidder.

Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility. In such cases the networth of the lead partner/member will be considered. In such cases, bidders are required to enclose attested copies of Joint ventures/Consortium/partnership registration deeds in addition to the other documents as required as per the RFP/tender document.

The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid down in tender & only qualified bidders will be informed about price bid opening.

The Bidder who has earlier been awarded contract by the Corporation for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the Corporation for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

Offers furnished through any other mode shall not be considered. RSIC will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

General Manager

The Rajasthan Small Industries Corporation Limited (RSIC)
Udyog Bhawan, Tilak Marg, Jaipur

Note: The Bidders are advised to keep visiting our website till due/extended due date of tender for corrigendum/ addendum, if any, to the tender.

Prevailing Procurement Provisions

1.1 Laws relating to procurement under “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and under “The Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] shall be enforced for procurement of goods and services under this RFP/ Tender. Details of the aforementioned the Act and the Rules are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>, and therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

Definitions

The following words and expressions shall have the meanings assigned to them hereunder, except where the context otherwise requires:

2.1.1 The term **BID** shall mean a formal offer made by a Bidder in form of a proposal including Techno-commercial and Financial Proposal to RSIC in response to the Notice inviting Bids

2.1.2 The term **BIDDER** shall mean and include one or more persons or any firm or any Company submitting the Bid.

2.1.3 The term **CONTRACT** shall mean and include the notice inviting Bid, documents incorporating the Bid together with appendices if any, terms and conditions governing the contract, general instructions, general and special terms/ conditions which may be added from time to time, acceptance of the Bid, and agreement executed between the Corporation and the Operator.

2.1.4 The term **RFP/ BIDDING/ TENDER DOCUMENT** shall mean documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.

2.1.5 The term **CORPORATION** shall mean The Rajasthan Small Industries Corporation Limited or RSIC in brief wherever it occurs and shall include its executives, officers, successors and assignees.

2.1.6 The term **PROCURING ENTITY** shall mean The Rajasthan Small Industries Corporation Limited or RSIC in brief wherever it occurs.

2.1.7 The term **MANAGER** shall mean executive officer in charge of the Rajasthali Mall.

2.1.8 The term **GENERAL MANAGER** shall mean the executive officer of the Corporation designated as such.

2.1.6 The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation

2.1.7 The term **OPERATOR** shall mean the successful bidder who has been assigned the work mentioned in the tender document.

2.1.8 The term **LICENCEE** shall mean the successful bidder or the Bidder/ Operator to whom work has allotted for operating the Rajasthali Mall on lease/ rent basis

2.1.9 The term **SCHEDULE RATE** shall mean rate of the lease rent.

2.1.10 The term **LEASE RENT** shall mean the annual lease amount payable by the successful bidder to the Corporation as per the terms & conditions of the tender & contract.

- 2.1.11 The term **TERMS OF REFERENCE (ToR)** shall mean the document included in the RFP/ tender document which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Corporation and the Bidder / Operator and expected results and deliverables of the assignment.
- 2.1.12 The term **OCCUPANT/S** shall mean any individual/ firm/ company to whom the Bidder/ Operator has provided space in Rajasthali Mall on rent/ lease basis
- 2.1.13 The term **TRIPARTITE AGREEMENT** shall mean any agreement executed between the Corporation, the Bidder/Operator and the occupant for leasing or renting premises in the Rajasthali Mall.
- 2.1.14 Words importing the singular only also will include the plural and *vice versa* where the context requires.

INSTRUCTIONS TO THE BIDDER

3.1 Instructions to the Bidder

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. Offers through any other mode other than prescribed shall not be accepted.
- iii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQ" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document, e-Tendering processing fee and Earnest Money as mentioned in the document.
- iv. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- v. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- vi. The Demand Drafts/ Bankers Cheques towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to General Manager, The Rajasthan Small Industries Corporation Limited, Jaipur. This envelope should be marked with NIT number & work, name and address of bidder, telephone number etc are to be written on the top of the envelope for clarity. This envelope should be submitted in the office of the General Manager, The Rajasthan Small Industries Corporation Limited, Udyog Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan) on or before the date and time as mentioned in the Notice Inviting Bids. The Corporation shall not be responsible for delay, loss or non-receipt of required document sent through post/courier service. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the Bidder shall be rejected.

- vii. The Bidder in quoting lease rent shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details given in the tender documents is not guaranteed. The Bidder is required to satisfy him in all respect, before the submission of offer.
- viii. The Bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Bidder/operator from executing the contract according to specifications at the lease rent. The Bidder is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Corporation's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Bidder/operator shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation/parking facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.
- ix. Bidders, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Corporation.
- x. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time, will automatically be ipso-facto applicable.

3.2 Tender Procedure

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download manuals from the Portal.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature

Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.

- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

3.3 Tender Document Fee

The Tender document fee as mentioned in the NIT shall be paid by way of Demand Draft/ Banker's Cheque in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur.

3.4 e-tendering Processing Charges

For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/-should be paid by way of Demand Draft/ Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of General Manager, The Rajasthan Small Industries Corporation Limited, Tilak Marg, Jaipur-302005 on or before the date and time of submission of the Tender.

The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.

If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSIC reserves the right to reject the bid summarily.

Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date& time of submission of tender, their bid is liable for rejection.

3.5 One Bid Per Bidder

Each Bidder shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

3.6 *Cost of Bidding*

The Bidder shall bear all costs associated with the preparation and submission of his offer, and the Corporation will in no case be responsible or liable for those costs, under any conditions.

Clarifications of Contents of Tender Document

- 3.7** Should an intending Bidder require any clarification in connection with, or any point covered by the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Corporation at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Corporation will be supplied to all other intending Bidders and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.8** The Corporation will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 3.9** Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

Addenda/Corrigenda

- 3.10** Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.11** Addenda/corrigenda to these tender documents, if issued by the Corporation, shall form an integral part of this tender document.

Currencies of the Bid and Payment

- 3.12** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

Submission of Tenders

- 3.13 The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:

Power of Attorney in favour of the authorised representative signing the tender, as required.

Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the Bidder/Operator makes any change in the constitution of the firm after submission of the offer; he shall have to inform the Corporation at the earliest.

Copy of PAN card & Goods and Services Tax Identification Number (GSTIN).

Attested copy of the Audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the net worth.

Attested copies of documents relating to techno-managerial experience as required as per the tender conditions duly certified by Gazetted Officer/ Notary Public/ Magistrate as the case may be.

Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the Bidder

“Exceptions & Deviations statement” to be submitted by the Bidder in Form -3 of tender document

Provident Fund Account Number of establishment and its effective date or Undertaking as per Annexure-C

Duly filled Form 1 & 2 and Annexure B of tender document

Undertaking/Affidavit as per annexure D & F given in tender document

- 3.14 Bidder must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the Bidder without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A Bidder shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the Bidder should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.15 ***PART-II Price Bid' (BOQ)***

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the Bidder to read carefully the instructions mentioned in the Proforma at Form-4/ BOQ for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the Bidder shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

Deadline for Submission of Bids

- 3.16 The Corporation may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Corporation and of the Bidders, which were previously subjected to the original deadline, will then be subjected to the new deadline.

Late Bids

- 3.17 No bid will be accepted by the Corporation after the deadline prescribed in NIT due to any reason whatsoever.

Opening of the Tender

- 3.18 The Techno-Commercial Bid of the offer will be opened as per NIT.
- 3.19 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

Exceptions and Deviations

- 3.20 Bidders are advised to submit their bids based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the Bidders should mention the deviations at their risk of rejection only in the Form 3. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

Earnest Money/ Bid Security

- 3.21 The Bidder must pay Earnest Money/Bid Security as detailed out in NIT (having validity of three month) in the form of crossed demand draft/ banker's cheque in favour of "The Rajasthan Small Industries Corporation Limited" and drawn on any nationalised/scheduled bank at Jaipur and the same shall be submitted in original to office of General Manager, The Rajasthan Small Industries Corporation Limited, Tilak Marg, Jaipur-302005 on or before the date and time of submission of the Tender. A scanned copy of the same is to be uploaded with the technical bid, failing which the bid is liable to be rejected. No interest shall be paid by the Corporation on the earnest money so deposited by the Bidder. The earnest money of the bidders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the bidder/s who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful Bidder. The earnest money deposited by the successful Bidder will be refunded after submission of Security Deposit if it is form of bank guarantee, if Security Deposit in form of cash then it will be appropriated towards a part of Security Deposit, but shall stand forfeited if the Bidder fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.22 The earnest money of a Bidder shall be forfeited in the following cases:-
- If the Bidder withdraws or modifies the offer after submission of the tender within the validity period.
 - If the Bidder does not submit the prescribed Bank Guarantee or Demand Draft as security deposit within one month of the date of work order/LOA issued in favour of Bidder.
 - If the Bidder does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of Bidder.
 - If it is established that the Bidder has submitted any wrong information/ forged documents along with the tender or thereafter.

Validity

- 3.23 Tender submitted by Bidder shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120days is liable to be rejected. The Bidder on its own shall not during the said period of 120days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of Bidder revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited

by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Corporation may request the Bidder to extend period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder if agreeing to the request will not be required or permitted to modify his bid.

Evaluation of Bids and Determination of Responsiveness

3.24 Prior to the detailed evaluation of Bids, the Corporation will determine whether each Bid:

Meets the eligibility criteria.

Has been properly signed;

Is accompanied by the required securities; and

Is substantially responsive to the requirements of the Bidding documents.

3.25 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:

- i. Which affects in any substantial way the scope, quality, or performance of the work; and/or
- ii. Which limits in any substantial way, inconsistent with the Bidding documents, the Corporation's right or the Bidder's obligation under the contract; and/or
- iii. Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

Evaluation of Techno- Commercial Bid

3.26 The techno-commercial bids of substantially responsive Bidder's will be evaluated from all aspects. The RSIC reserves the right to assess the capability and competency of the Bidder based upon the information provided by the Bidder in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSIC. The decision of the RSIC as to which Bidder is capable & competent to carry out the work shall be final. The Bidder should, therefore, see that he has required level of technical, financial & managerial competence & experience

before submitting the tender.

- 3.27 If a Bid is not substantially responsive, the Corporation at its sole discretion may reject it.
- 3.28 The Bidder shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the Corporation from time to time.
- 3.29 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

Evaluation of Price Bid & Criteria for Deciding H-1

- 3.30 The price bids of the techno-commercially acceptable Bidders will be evaluated to ascertain the relative status with respect to overall contract values for the total tendered quantity. Overall amount (contract value) payable for total tendered quantity will be calculated on the basis of the quoted annual lease rent in the "BOQ/Form 4". The Bidder whose quoted rate is resulting into the highest financial inflow to the Corporation will be considered as H1 bidder.

Negotiations

- 3.31 Negotiations may be conducted with the highest Bidder only. In case of non-satisfactory achievement of rates from highest Bidder, RSIC may choose to make a written counter offer to the highest Bidder and if this is not accepted, RSIC may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second highest Bidder, then to the third highest Bidder and so on in the order of initial bidding, and work order be awarded to the Bidder who accepts the counter offer.
- 3.32 In the case, when the quotations given by the Bidder during negotiations is lower than the original quotation of the Bidder then the Bidder will be bound by the higher rate originally quoted by the Bidder.
- 3.33 In case of negotiations, representative of the Bidder attending negotiations must possess written authority from the Bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

Correction of Errors

- 3.34 Price Bid (Part-II) of substantially responsive will be checked by the Corporation for any arithmetical errors. Errors will be corrected by the Corporation as follows:

Where there is discrepancy between the amounts in figures and in words, the higher of the two would be taken ; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

Discrepancy in totalling or carry forward in the amount quoted by the bidder/operator shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the Bidder.

- 3.35 The amount stated in the Bid will be adjusted by the Corporation in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

Process to be Confidential

- 3.36 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Corporation's processing of Bids or award decision may result in rejection of his bid.
- 3.37 The Bidder may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSIC tenders.

Postal Address for Communication

- 3.38 Every Bidder shall state in the Bid his postal address fully and clearly. Any communication sent to the Bidder by post at his said address shall be deemed to have reached the Bidder in time.

Notification of Award and signing of Agreement

- 3.38 The Bidder, who's Bid has been accepted, will be notified of the award by the Corporation, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Bidder/operator will pay to the Corporation in consideration of the execution and completion of the Assignment/Works by the Bidder/Operator as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 3.39 The notification of award will constitute the formation of Contract. The

execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

3.40 *Interference with Procurement Process*

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,

The Corporation in addition to the recourse available in the bidding documents or the contract, may proceed to get the bidder punished under RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is lower.

Signing of the Contract Agreement

3.41 The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the Corporation within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the bidder/operator.

3.42 The contract agreement shall consist of –

- i) An agreement on non-judicial stamp paper of appropriate value,
- ii) Tender document, along with the addenda/corrigendum, if any.
- iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- iv) Agreed Variation, if any,
- v) Any other document as mutually agreed.

Rights of Corporation

- 3.43** The Corporation reserves the right –
- i) to reject any or all the tenders, in part or in full, without assigning any reason
 - ii) not to accept the highest tender or assign reasons for not accepting the highest tender.
 - iii) to increase / decrease the quantity and period of contract, without any additional obligation on it.
 - iv) not to carry out any part of work
 - v) to reject the offer, if it is established that the Bidder has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.44** The Corporation may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSIC's action.

Refusal / Failure

- 3.45** In the event the Bidder, after the issue of communication of Acceptance of Tender by the Corporation (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Bidder/Operator's calculated and willful breach of contract, and in such an event the Corporation shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

GENERAL TERMS AND CONDITIONS

- 4.1 The Corporation is the absolute owner of the Handicrafts Mall and as such it has the full right and absolute power to grant permission to occupy part of the said premises to and in favour of the Bidder together with the right to use common area with other occupants of the said building, the entrances, landings, and doorways leading to the said premises for an initial period of 10 years. That the Bidder/Operator will get the deed registered at his/her/their own expenses before obtaining the possession. On successful completion of the initial period of 10 years, the Corporation has the option to renew the contract maximum two times for further period of 5 years each time as per agreed terms.
- 4.2 RSIC is not creating any right, title or interest of whatever nature in favour of the Bidder by granting the Bidder or the occupant permission to occupy part of the said premises as above.
- 4.3 The Bidder shall pay to the agreed lease rent for the first year, which would increase by 5 % every year on compound basis. The said lease rent would be paid by the Bidder/Operator in advance on half yearly basis on or before 7th day of the respective calendar month without any delay.
- 4.4 In addition to lease rent, the Bidder/ Operator from the date of taking over the possession, shall bear & timely pay all taxes and utility charges pertaining to the contract period, including municipal charges, telephone bills, electricity bills, water bills etc. to the appropriate authorities under title of the Corporation. The Bidder/ Operator shall submit the same along with copies of the receipts of the payments made, to the Corporation on quarterly basis. Payment of taxes, charges or bills whatsoever will not entitle the bidder/ operator to claim ownership of the leased out premises in any manner and the Corporation shall remain absolute owner of the entire building for all the times to come.
- 4.5 The successful bidder shall also pay refundable interest free security deposit equivalent to the amount of twelve months lease rent by way of DD/Banker's Cheque/ Bank Guarantee favouring The Rajasthan Small Industries Corporation payable at Jaipur within thirty days of issue of Letter of Acceptance (LOA) by the Corporation.
- 4.6 The bidder/operator shall pay all dues to the Corporation in time. In case payment of any amount is delayed, the bidder/operator would pay interest to the Corporation @ 18% per annum without prejudice to legal right of the Corporation to get the premises vacated.

- 4.7 The bidder/operator shall at his own expense and cost employ/ engage suitable personnel for providing efficient service in respect of maintenance and lease out of the premises as per terms & conditions mentioned in this tender document.
- 4.8 The bidder/operator shall appoint a Manager / Supervisor or he can do it himself whose scope of services shall be as follows:
- a) He shall adhere to the quality standards for lease out and maintenance of Rajasthali Mall.
 - b) He shall be responsible for cleanliness and hygiene in the said premises and to ensure that the services are conducted in a clean, proper and efficient manner.
 - c) He shall employ and engage as his own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - d) He shall ensure that fire detection and suppression measures are installed inside the premises and are kept in good working condition. The Bidder/ Operator will at any case keep fire fighting equipment as per RSIC/statutory requirements as indicated by the Fire officer / authorised representative of RSIC/statutory authority, inside his premises in good working condition at all times and also train and keep trained all his employees for the use of these equipments. The Fire Officer / authorised personnel of the Corporation will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the Fire Officer of the local municipality/ authorised personnel of the Corporation shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the Fire Officer / authorised personnel of the Corporation will be borne solely by the bearer/ operator.
 - e) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
 - f) Ensure proper working and safety measures for all common facilities including escalators, lifts, light, water supply, electricity, security, general upkeep and maintenance of the building and galleries etc.
- 4.9 The bidder/ operator shall keep indemnify RSIC against any loss, damage or liabilities arising as a result of operation of mall and/or any act of omission or commission on bidder/ operator part or on part of bidder/operator personnel or in respect of non observance of any statutory requirements or legal dues of any nature.

- 4.10 RSIC shall have no responsibility as regards bidder/operator employees and the employees shall be the employees of bidder/ operator only and shall not be construed under any circumstances as employees of RSIC. Bidder/ Operator shall indemnify RSIC against the claims made by bidder/ operator's employees against RSIC.
- 4.11 Bidder/ Operator shall indemnify RSIC against any liability arising in connection with the employment of its personnel in the said premises by Bidder/ Operator.
- 4.12 If the Bidder/ Operator vacate the space at any time during the initial licence period of three years, then the Bidder/Operator shall not be allowed to disturb and remove the interiors, equipments, furniture, air conditioners / air conditioning system, electric fittings, electric computer and telephone wiring etc. carried out by the Bidder/Operator and would surrender the same to the Corporation free of cost and the Corporation will forfeit the security deposit paid by the Bidder/ Operator. For this purpose the Bidder/ Operator shall provide a list of such interiors, equipments, furniture, air conditioners / air-conditioning system, electric fittings, electric computer and telephone wiring etc. carried out by the Bidder/ Operator.
- 4.13 The bidder/operator shall on the termination of licence agreement, be at liberty, to and shall, if called upon by the Corporation, to remove from the stipulated space all furnishings belonging to him /it and all fittings or fixtures therein installed with the consent of the Corporation subject to Clause (13) supra, provided always that if such removal causes any damage to the stipulated space, the same will forthwith be made good by the bidder/operator or the cost of making good the same will be paid by the bidder/operator to the Corporation. However, normal wears and tear due to the passage of time will be accepted by the Corporation.
- 4.14 The bidder/ operator shall be entitled to apply for electricity connection, water connection, telephone connection with the permission of the RSIC, in the premises, the bills for the consumption in respect of which shall exclusively be paid by bidder/ operator. The installation of such connections and the documents relating them, will not entitle the bidder/ operator and will not be used by him to claim ownership of the leased out premises in any manner.
- 4.15 The Corporation shall provide appropriate signage / visible space in the Mall for signage. However, any charges payable to the local bodies shall be payable by the bidder/ operator.

- 4.16 The bidder/operator shall be responsible for any damage caused to the said premises and for any third party liability arising due to the business operations or due to the negligence of the bidder/operator/ occupant and for the same bidder/operator shall fully keep the Corporation indemnified.
- 4.17 The bidder/operator shall not do or allow to be done anything whereby the interest of the Corporation in respect of the given premises are jeopardized and undertake not to put such rights into jeopardy or affect them prejudicially in any manner whatsoever.
- 4.18 The bidder/operator shall not transfer the benefits of the lease agreement in favour of any person(s), companies or entities or any third party whatsoever. The bidder/operator shall also hand over certified copy of partnership deed or any other paper to the Corporation which shall not be subject to change during the pendency of this licence agreement without written consent of the Corporation.
- 4.19 In the event of the bidder/operator committing any breach of the terms and conditions (including but not restricted to the payment of) and failing within two months to remedy or make good such breach or receipt of such notice in writing from the Corporation, then and in that event without prejudice to the other rights and remedies this agreement shall ipso facto get terminated forthwith, at the option of the Corporation and the lease period herein shall be deemed to have come to an end without any further notice, reference or recourse to the bidder/operator. However, the bidder/operator shall be bound to comply with the obligations under licence agreement.
- 4.20 The Corporation shall not be responsible or liable for any theft, loss, damage or destruction of any property of the bidder/operator/ occupant in the leased premises or in the Mall for any bodily injury to any person in the leased premises or in the Mall from any cause whatsoever for the bidder/operator shall be fully responsible.
- 4.21 The bidder/operator shall not make any alterations to or in the stipulated space. The bidder/operator shall also not alter the original colour of the outside of the stipulated space or the façade and front elevation nor erect screens, curtains or blinds on the exterior nor paste paper handbills, advertisements, posters, notices, cuttings etc. on the glass nor permit the same to be made, fixed, altered or erected except with prior permission of the Corporation.
- 4.22 The bidder/operator undertakes to keep the interior of the stipulated space in a good state of repair (including the interior or paint work) at all times during the subsistence of this agreement, and the Corporation shall be at liberty to send its representative to inspect the same from time to time and the Corporation shall be entitled to call upon the bidder/operator

to carry out at the bidder/operator's sole expense interior repairs or repainting or renovation or work of any other kind which the Corporation reasonably deem to be necessary and the bidder/operator will at his/its expenses forthwith carryout the same and in default, the Corporation shall be entitled to carryout such interior repairs, repainting or renovation and recover all costs charges and expenses thereof from the bidder/operator.

- 4.23 The stipulated space shall be used only for carrying on the business as declared or any one of the businesses as are set out in the licence agreement and approved in writing by the Corporation and for no other purpose or for carrying on any other business, trade or profession. The stipulated space shall be used only on the days and during the hours to be from time to time determined by the Corporation.
- 4.24 If any time it appears to the Corporation that any goods or articles exhibited or exposed for sale or being sold in the stipulated space are of obnoxious, obscene or undesirable nature, the bidder/operator shall on being required by the Corporation forthwith remove or cause to be removed the same from the stipulated space.
- 4.25 The bidder/operator shall not store or cause to be stored any hazardous, combustible or dangerous goods in the stipulated space.
- 4.26 The bidder/operator shall not hold or permit to be held an auction in the stipulated space without the prior written consent of the Corporation.
- 4.27 The bidder/operator shall not paint, affix or exhibit any name or writing or any other thing upon exterior of the stipulated space without obtaining prior written approval of the Corporation, particularly regarding its size, colour, lettering design and get up.
- 4.28 During the subsistence of the agreement the bidder/operator shall maintain in first class condition and furnish with elegant furniture and furnishings the stipulated space so that the same may be in keeping with the standards similar to general conduct of business to such malls and for this purpose the Corporation shall have a right to issue from time to time directions to the bidder/operator to carry out such changes and alterations in the décor, furniture and furnishing in the stipulated space, which the bidder/operator shall be bound to carry out at his own cost.
- 4.29 The bidder/operator shall not employ for work at the stipulated space any person who is not of a good character and behaviour or is suffering from any contagious or infectious disease or is not suitably attired or is otherwise unsuitable to be in general conduct of business to such malls.

- 4.30 The bidder/operator and his or its staff working at the stipulated space shall not use any route or passage to go to or come out of the Mall premises or any toilet or washing other than those which the Corporation may permit them to use.
- 4.31 The Corporation shall have the right from time to time to frame rules and regulations, which shall be binding on the bidder/operator for the general conduct of business in the stipulated space.
- 4.32 Forthwith upon the termination of licence agreement, the bidder/operator shall without further notice vacate and shall deliver to RSIC vacant physical possession of the stipulated space and in default the Corporation's employee or other representatives shall be fully entitled to enter the same without being liable to damage or otherwise thereof and the entry of bidder/operator may be prohibited.
- 4.33 If the bidder/operator fails to vacate the property within a grace period of 30 days of the termination of the agreement, the bidder/operator shall be deemed to be an unauthorised occupant in the said premises and shall be liable to pay double prevailing lease rent on monthly basis for any period of occupation beyond that date along with the license fee due.
- 4.34 The bidder/operator shall not create or purport to create any mortgage or take loan against these lease rights.
- 4.35 The relationship between RSIC and bidder/operator is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and / or make any commitment on behalf of and / or with traders or any other party.
- 4.36 The bidder/operator shall obtain such licences, permissions, consents and approval as may be required in connection with the running of his business as per the relevant laws / By-laws and RSIC shall not any way be liable for any consequences arising from the non-compliance of these.
- 4.37 The bidder/operator will be severally and jointly responsible for the acts, conduct or omissions of the occupant/s.

Special Terms of Reference

Background:

RSIC has constructed Rajasthali Mall near Ajmeri Gate, M.I. Road, Jaipur mainly for development of Handicrafts and Tourism Hub. The building has approximately 44,000 sq. ft. carpet area with G+7 floors. Out of this area, approximately 23,000 sq. ft. area has already been leased out by RSIC to different Government organizations etc. Presently RSIC is getting Rs.53.00 lakhs annual lease rent from them, and details thereof are available at Annexure-1. The lease agreement executed with the existing tenant/s can be inspected by the prospective bidders with prior information to General Manager, The Rajasthan Small Industries Corporation Limited, Jaipur.

The Rajasthali Mall was constructed in 2010 through Avas Vikas Ltd. Thereafter, efforts were made to lease out vacant space for promotion of tourism, handicrafts display and retailing activities. RSIC has been able to lease out approx. 23000 sq. ft. area, and remaining area is still vacant. It is proposed to invite offers from a single entity for operation, maintenance and further leasing predominantly to tourism and handicrafts activities on payment of lease rental to RSIC. The property will be made available on "As is where is" basis.

The following are the Special Terms of Reference for inviting offers from the Bidders:-

- 5.1. Description of property: Rajasthali Mall is having approx.44000 sq. ft. carpet area inclusive of parking facilities on "As is Where is" basis. Detailed floor plan along with details of carpet area, existing occupants and vacant area available for further leasing out, is available at Annexure- 1.
- 5.2. The successful bidder will further lease out space for handicrafts, handloom, khadi, jewellery, multi-cuisine veg. restaurants, book café, fast food outlets and tourism related activities like money changers, travel agents, airlines, ATM, banking, display centres of products, lounge, conference/seminar/exhibition/business counters, financial and insurance institutions, etc. The tentative floor plan for further leasing out the space is placed at Annexure "2".
- 5.3. The operator shall not be permitted to make any structural changes within the mall. However, interior renovation work such as civil work (work related to lighting, false-ceiling, flooring, painting), air conditioning related work (ducting) and any electrical work will be allowed subject to the approval of RSIC. Necessary changes as may be required for further leasing out the space will be carried out by the Operator at their own cost.

- 5.4. The Operator shall be responsible for maintenance of Mall and other vacant area, parking, etc., required for the Mall functioning.
- 5.5. The entire space shall be leased out to Operator including area already occupied by tenants with a condition that RSIC shall continue to recover the lease money from the said tenants and shall be allowed to adjust against lease rental. On expiry of lease agreement with existing tenants, operator will have the option for taking over the possession of the space vacated by these tenants or RSIC may continue with existing or new tenants in these areas.
- 5.6. The Operator shall obtain all necessary clearances approvals, etc. from the local and other authorities at their own cost for operating the Mall.
- 5.7. The Operator shall insure the entire property against fire, earthquake or any other damages to the satisfaction of RSIC. The Operator shall also pay all taxes, duties, etc., as per the existing provisions of law or to be imposed in future by any Authority. The cost towards these will be borne by the Operator.
- 5.8. The Operator shall make payments of annual lease rental in advance on half yearly basis and also submit performance guarantee equivalent to 12 months lease rental in favour of RSIC in the form of Demand Draft/ Banker Cheque payable at Jaipur or Bank Guarantee.
- 5.9. The annual lease rental shall/will be escalated at the rate of 5% per annum with cumulative effect. Any service charges, registration charges, property tax, municipal tax and other taxes shall be charged from the Operator in addition of above lease rent related to lease agreement with the bidder.
- 5.10. The Operator shall bear all the expenses relating to deployment of manpower for maintenance of the Mall, electricity, water and other utilities.
- 5.11. The Operator shall be given 3 months' time from the date of signing agreement for necessary renovations to further lease out all the space. No rental charges for the unoccupied space will be recovered during this period. However, electricity, water and other charges will be borne by the Operator.
- 5.12. The operator will further lease out the space to other parties as per conditions of the tender document with prior permission from RSIC. Tripartite agreement will be executed between RSIC, Operator and such Occupants before handing over the possession to the occupant/s.
- 5.13. The Operator shall be allowed to make this space available to the occupants for a period not more than the period of original lease deed made between RSIC and Operator.

- 5.14. The contract will be for a period of 10 years only. However, the same can be extended maximum for two times for further 5 years at a time on mutual consent basis.
- 5.15. In case of any default made in payment of lease rental or any other default as exist in the lease agreement, RSIC shall have the right to recover same from the parties to whom space has been leased out by the Operator.
- 5.16. The Operator will be selected on the basis of highest lease rental offered provided he fulfils the terms and conditions laid down by the Corporation.
- 5.17. Financial bid will be opened only of those bidders who qualified the technical bid criteria.
- 5.18. The bidder should have experience of operation, maintenance and management of Malls/Complexes/Township having minimum carpet area of 20000 sq. ft. for a minimum period of 5 years during the last 10 years.
- 5.19. The Operator should have minimum net worth of Rs.10Crores in any last 3 financial years.
- 5.20. Preference will be given to the bidder having specialisation in retail marketing/ real estate.
- 5.21. Any Individual/ Firm/Corporation may bid in this tender. Consortium/Joint Ventures will be entertained as laid down in the tender document.
- 5.22. In case the operator forecloses the contract before the minimum lock in period of 3 years, the operator's Security Deposit/Bank Guarantee amount shall be forfeited.
- 5.23. In case the operator decides to foreclose the agreement after the minimum lock in period of 3 years, it shall have to give a prior written notice of 6 months. Failure to do so shall result in the operator's forfeiting the Security Deposit/Bank Guarantee amount.
- 5.24. In case the operator or the Corporation foreclose the agreement before the expiry of contract period, Corporation will have absolute right and discretion to get vacant possession of the premises from the occupants or to continue with the occupants on the same terms and conditions and the period of agreement.
- 5.25. The notice period of termination agreement by RSIC shall be 2 months.

RAJASTHALI MALL- TENTATIVE AREAS
(To be verified by the Bidder on its own)

S. No.	Floor	Space	Carpet Area (in sq. ft.)
1.	Ground Floor	Space Available for Bank	1366.18
		Trifled	1032.58
		ATM	162.40
2.	First Floor	Vacant Space	1154.10
		Vacant Space	1143.95
3.	Second Floor	Vacant Space	1949.23
		Mrignayani	365.00
		RHDC	1210.00
4.	Third Floor	Vacant Space	2322.84
		Vacant Space	1412.56
		Space for Restaurant	3666.15
5.	Fourth Floor	LIC	4356.00
6.	Fifth Floor	Vacant Space	2330.81
		Vacant Space	1511.31
7.	Sixth Floor	Vacant Space	1439.74
		Vacant Space	1180.20
8.	Seventh Floor	Vacant Space	844.42
		Vacant Space	955.81
		Total	28403.28
1.	Basement	Parking	15625.00
2.	ATM BOB	Outside Area	127.00
		Grand Total	44155.28

Tentative Floor Plan of Rajasthali Mall, Jaipur

A: Ground floor + 1st floor

Artisans Collective Craft Pavilion Craftsmen & Weavers will sell through this platform on a rotating basis. In return, operator can charge them a flat fee or a small percentage of their sales.

B: Second floor: Shares Space concept

Shared Space Design Lab to attract young design professionals to work from Cubicles for 4 and multiples, can be made available.

C: Third floor: Workshops with lecture/demonstration facilities

Workshops in all disciplines where Design Students can interact with craftsmen, weavers, printers, dyers, embellishers, etc. for live demos and hands on learning

D: 4th 5th& 6th floor: Direct rental to various Government and private organizations

The top 3 floors can be rented out to PSUs/Government or private organizations as Office Space.

E: Rajasthan Tourism kiosks

Rajasthan Tourism viewpoint on the premises will help to attract a lot of tourists as well as locals to promote tourist spots/destinations. This can be situated on the ground floor Atrium.

OTHER CONDITIONS

Security Deposit

- 6.1 The successful Bidder shall furnish a Security Deposit equivalent to twelve-month (one year) lease rent within thirty days of the acceptance of his Bid, failing which the Earnest Money Deposited will be forfeited in full. This amount shall be deposited with the Corporation in the form of a Demand Draft/Banker's Cheque, drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur or through the Bank Guarantee in the prescribed proforma from a PSU Bank/ ICICI Bank/ Axis Bank/ HDFC Bank having its branch office at Jaipur. If the Security money is deposited through Demand Draft/ Banker's Cheque, the Earnest Money of successful bidder can be adjusted against the Security Deposit.
- 6.2 If the successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this license and a fresh Security Deposit will be required to be furnished.
- 6.3 Any amount of dues of the Corporation standing against the bidder/operator shall be deducted from the Security Deposit, or from any other amount payable to the Bidder, including other contracts. In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable, the Bidder shall pay to the Corporation on demand the remaining balance due.
- 6.4 If during the contract period, any amount is deducted by the Corporation from the Security Deposit, the Bidder/ Operator is bound to recoup the entire amount so deducted to the Corporation on immediate basis.
- 6.5 The Security Deposit may be forfeited if the successful Bidder forecloses the license before the expiry of the Period of Contract or if he puts the Corporation to a financial or other loss by his conduct or otherwise or if he breaches any of the terms and conditions of the Contract or for any other reason by which he renders himself a *persona non grata* for the Corporation.
- 6.6 The Security Deposit shall be refunded to the Bidder six months after the successful completion of the Contract period and issuance of a "No Dues Certificate" by the Corporation. However, even if there is any delay in refunding the Security Deposit, the Licensee will not be entitled to any interest.

- 6.7 No interest shall be paid on the Security Deposit or any other amount withheld for any reason or lying with RSIC in any form under the Contract.

Period of Contract

- 6.8 At the initial stage, the contract shall be for a period of 10 years, from the date of issue of allotment letter by the Corporation. The contract can be extended twice for next 5 years period at a time, if and as may be mutually agreed by the Corporation and the Operator.
- 6.9 In the event the License is terminated by the Corporation for any reason earlier to the period specified above the Period of License shall be deemed to be for the time during which it remains validly in force.

Liability for Loss or Damage to the Property of RSIC

- 6.10 The bidder/operator shall be liable to compensate RSIC for all physical damage to the Mall, whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
- 6.11 The amount of damage will be deposited by the bidder/operator immediately. The decision of Managing Director, RSIC shall be final and binding on the bidder/operator in this regard.

Termination of Contract

- 6.12 The Lease/ Contract shall terminate in the following cases:
- a) On the expiry of its time period, unless renewed in a proper manner.
 - b) If the bidder/operator has been declared insolvent, or has gone into liquidation or wound up his business.
 - c) If bidder/operator is found guilty of gross misconduct, malpractice or misbehaviour.
 - d) In case of continuous breach of the terms and conditions of the contract.
 - e) In the interest of the Corporation.
 - f) In case RSIC finds the performance of the operator unsatisfactory. RSIC or its duly authorised agency may conduct an independent audit from time to time to assess the performance of the mall in terms of financial performance, consumer and retailer satisfaction.
 - g) For any other reason mentioned in the terms and conditions as specified in the agreement.

- 6.13 In case of Sub-Clause (a), (b), (c) of Clause 6.14, the contract will terminate summarily and no notice shall be required. In case of Sub-Clause (d) (e) and (f) of Clause 6.14, a short 7-day notice shall be given. In all other cases the Corporation shall give a 30-day notice. In case the contract terminates on account of any default on the part of bidder/operator his Security Money Deposit will be forfeited without prejudice any other right.
- 6.14 The termination of the agreement under this Clause or any other Clause shall not be deemed to prejudice or affect the claim or any right of indemnity which the RSIC may have against the bidder/operator in respect of any breach of any of the conditions of the agreement prior to its termination.

Legal & Statutory Obligations

- 6.15 The bidder/operator shall comply with the standard practices framed there under and regulations laid down by the Corporation/Government of India/Govt. of Rajasthan from time to time.
- 6.16 The bidder/operator shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 6.17 All relevant labour laws and safety regulations are required to be followed by the bidder/operator during the tenure of contract.
- 6.18 Before commencement of the work, bidder/operator shall be required to obtain and submit suitable insurance policy covering workmen compensation for all the employees working at site against any injury or death. This insurance policy shall be valid till the completion of the work.
- 6.19 The bidder/operator shall perform, the contract work in accordance with all applicable codes, statutory regulations. It is agreed and understood by and between the parties hereto that the bidder/operator shall comply with applicable law, rules, and regulations and by laws whether now in force or which may thereafter come in force during the currency of the contract and/or exclusion thereof.
- 6.20 The bidder/operator shall be responsible for compliance of the provisions of work men's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provision Act 1952, Payment of Gratuity Act 1972, Contract Labour (Regulation & Abolition Act, 1970, Payment of Wages Act 1936, Minimum Wages Act 1949, Payment of Bonus Act 1956, Mines Act 1952, Industrial Act 1947 or any other similar enactment's /rules made there under and statutory modification thereof the liability in respect of shall be that of bidder/operator only.

Operator to be liable for all payment to his Workers/ Employees:

- 6.21 The bidder/operator shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The bidder/operator shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

The Corporation shall not pay any additional amount on any such account.

Taxes

- 6.22 The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bids). The amount of GST as applicable will be payable extra by the Bidder/ Operator.

The rates quoted shall be on firm price basis during the pendency of the contract period and the bidder/operator shall not be eligible for any concession (except as mentioned in the tender document) in rates on whatsoever ground.

Variation in Statutory Taxes, Duties & Levies :

- 6.23 Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to bidder/operator or recovered by the Corporation, as the case may be. The reimbursement to/recovery from the bidder/operator will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- 6.24 The Corporation shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

Indemnity

- 6.25 The bidder/operator shall at all times, indemnify and keep indemnified the Corporation, including its employees, and authorised agents its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Corporation shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Corporation shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Corporation and any cost, expense etc that may be incurred

by the Corporation in this behalf, shall also be recoverable from the Bidder/operator.

- 6.26 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 6.27 Bidder/operator shall also keep indemnified the Corporation against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, Workmen compensation act and other Acts/Rules applicable on the awarded work to the bidder/operator.

Waiver and Liability to pay Compensation:

- 6.28 In any case in which any of the powers conferred upon the Corporation shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the bidder/operator, the bidder/operator shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Bidder/operator for past and future compensation shall remain unaffected.
- 6.29 In the event the Corporation exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the bidder/operator or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by the Corporation, otherwise the Corporation may give notice to the Bidder/operator, requiring him/it to remove such tools, equipment, materials or stores from the premises(within a time to be specified in such notice), and in the event of the bidder/operator failing to comply with such requisition the Corporation may remove them at the bidder/operator's expenses or sell them by auction and/or private sale on account of the bidder/operator and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Corporation as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the bidder/operator.

Changes in Constitution:

- 6.30 The bidder/operator shall obtain prior approval in writing of the Corporation before any change is made in the constitution of the firm/Company or induction or retirement of any of the partners/directors. If prior approval as aforesaid is not obtained the bidder/operator shall be deemed to have acted in contravention of the contract and the bidder/operator shall be responsible for the same.

If the Bidder/ Operator Dies:

- 6.31 Without prejudice to any of the rights or remedies under the contract if any of the partners of the bidder/operator dies, the death of any partner shall not affect the rights of the Corporation. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Corporation.

Force Majeure:

6.32 Neither the bidder/operator nor the Corporation shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof and failure of transportation due to reasons like sand dune/storms/ any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

Notices:

6.33 Service of Notice on bidder/operator:

Any notice hereunder may be served on the bidder/operator or his/its duly authorised representative at the work site or may be served by registered mail directly to the address furnished by the bidder/operator. Proof of issue of any such notices shall be conclusive of the fact that the bidder/operator having been duly informed of all contents therein. The bidder/operator shall furnish to the Corporation, the name, designation and addresses of his/its authorised agent at the work site and at Jaipur.

6.34 Service of Notice and communication with the Corporation:

Notice and communication addressed to the Corporation shall be deemed to have been duly delivered if dispatched by registered AD/Speed post to the Corporation's General Manager at The Rajasthan Small Industries Corporation Limited, Udyog Bhawan, Tilak Marg, Jaipur

6.35 Notice and communication addressed to the Corporation shall be valid only if duly signed by the bidder/operator or his duly authorised partner or his principal officer acting for him on his behalf

Termination:

6.36 If the bidder/operator fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or

extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Corporation in its option, by written notice to the bidder/operator:-

(a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the Corporation in this behalf, whereupon the bidder/operator shall stop forthwith all or any of the contract work, then in progress and the Corporation may on its part, may take over the work remaining incomplete by the bidder/operator and the bidder/operator and his sureties if any, shall be liable to the Corporation for any excess cost occasioned by such take over and completion by the Corporation or by appointing any other agency over and above the rates of remuneration payable under the contract.

(b) Without determining the contract, to take over the work of the Bidder/operator or any part thereof and complete the same through any other agency at the risk and cost of the Bidder/operator and the Bidder/operator, and his sureties shall be liable to the Corporation for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Corporation and/or through any other agency over and above the remuneration payable under the contract.

6.37 Before determining the contract, as aforesaid, and provided that, in the judgement of the Corporation the default or defaults committed by the Bidder/operator is or are curable or may be cured by the Bidder/operator if any opportunity is given to him to do so, the Corporation may, by notice, in writing, call upon the Bidder/operator to cure the default within such time as may be specified in the notice.

6.38 In the event of the Corporation proceeding in the manner herein above prescribed-

(a) The whole of the Security Deposit furnished by the Bidder/operator or retained by the Corporation shall be liable to be forfeited, without prejudice to the right of the Corporation to recover from the Bidder/operator, the excess cost referred to aforesaid. The Corporation shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Bidder/operator as may be deployed/used for the work,

(b) The money that may have become due to the Bidder/operator on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the Corporation as the case may be, during which period the

responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Bidder/operator and shall be subject to deduction of all amounts due from the Corporation to the Bidder/operator, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Corporation.

- 6.39 The Corporation shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the bidder/operator abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Corporation to give any prior notice to the Bidder/operator.
- 6.40 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Corporation which may have accrued up-to the date of such termination.

Appeals

6.41 Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority 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 on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

Dispute Jurisdiction

- 6.42 The place of the contract shall be Jaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Managing Director of the Corporation shall be final and binding.
- 6.43 No courts other than the courts located at Jaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 6.44 The bidder/operator shall not stop or abandon the work due to and during the pendency of such disputes or differences.

LETTER OF SUBMISSION OF TENDER

DATE:

FROM _____

To:

The General Manager

The Rajasthan Small Industries Corporation Limited.,

Udyog Bhawan, Tilak Marg, JAIPUR - 302005

(Rajasthan)

Sub: e-tender to Equip, Operate, Lease and Manage "RAJASTHALI MALL" Near Ajmeri Gate, M.I. Road Jaipur under PPP model

Ref: RFP No. RSIC-18/2017-18 Dated 6.10.17

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule rate/s quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Corporation as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money in the form of crossed Demand Draft/Banker's Cheque in favour of RSIC payable at Jaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

D.D. /Banker's Cheque No	Date	Name and Address of Bank	Amount

5. In the event of acceptance of our tender, I/we hereby agree to abide by and fulfil all terms and conditions referred to in the tender document including price offer and in case of any default thereof the Corporation shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the Corporation or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature as required as per the tender document , details of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the Corporation in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSIC management in selection/rejection of the tender/bidder/operator shall be acceptable and binding on me/us.

Date the _____ day of, _____ 20.

Signature of Bidder(s)

With the seal of the firm.

Witness

Name in Block Letters: _____

Full Address _____

(On the letter head of the Bidder)

FORM"2"

CHECK LIST TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART I) BID'

RFP No. RSIC-18/2017-18

Dated 6.10.17

Name of Bidder _____

The Check List should be submitted along with TECHNO-COMMERCIAL (PART-I) BID' in the proforma as given below:-

1.1	Name of the Bidder	
2.0	Address for Communication with the Bidder	
2.1	Complete Postal Address	
2.2	Telephone No., Fax No., Mobile no.	
2.3	E- Mail Address	
3.0	Status of the Bidder: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
3.4	Co-operative Society registered under RCA- 1965 Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee	

3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association & Memorandum of Association allow the Corporation to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Consortium/ Joint Venture (Attach copies of Consortium/JV Deed & copies of aforesaid relevant certificates of all partners (duly attested)	
3.8	Others (Please specify)-Attach duly attested supporting document)	
4.1	Power of Attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
5.0	Net worth during last 3 financial years.	
5.1	FY 2014-15	
5.2	FY 2015-16	
5.3	FY 2016-17	
5.4	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
6.1	Main business activities (experience) of the Bidder	
7.1	Others (Please specify)	

8.1	Whether the Bidder has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes /No
9.1	Whether the Bidder has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement {Form 7)
10.1	Whether enclosed information/documentary proof about the relevant experience	Enclosed/ Not Enclosed
10.2	Affidavit on non judicial stamp paper that Bidder is not having or had any litigation with the Corporation, if any, give details.	Yes /No.
11.1	Action plan for successful execution of the entire work.	Enclosed/ Not enclosed
12.1	Details of Earnest money deposited Demand Draft /Pay order	No. & Date. Name of Bank Payable at
13.1	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	Enclosed/ Not enclosed
14.1	PAN No.	
15.1	PF account No.	
15.2	Copy of P.F. registration certificate or affidavit as per annexure "C"	
16.1	GST Identification No.	

17.1	Any other information/document Bidder wish to submit to strengthen his bid.	
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(Authorised Signatory)

(On the letter head of the Bidder)

FORM"3"

EXCEPTIONS AND DEVIATION

Ref: RFP No. RSIC-18/2017-18 Dated 6.10.17

Name of Bidder _____

Bidder may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

Signature of Bidder with office seal

PROFORMA FOR 'PRICE BID/ BOQ**(to be submitted online in the prescribed .xls format)**

Ref: RFP Tender No. RSIC-18/2017-18 Dated 6.10.2017

Name of Bidder _____

Proforma for e-tender to Equip, Operate, Lease and Manage "RAJASTHALI MALL" Near Ajmeri Gate, M.I. Road Jaipur under PPP model

S. No.	Particulars	Unit	Total Amount Rupees (Rs. per Annum*)
1.	Equip, Operate, Lease and Manage "RAJASTHALI MALL" Near Ajmeri Gate, M.I. Road Jaipur under PPP model	Annual Lease Rent	
	Total		

Note:

1. The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bids). The rates shall also be inclusive of cost of additional and other allied work etc.
2. All incidental or contingent works required for performance of work as above shall be done by the Bidder at its cost & expense and it would not qualify for any concession/extra payment.
3. * The above lease rent shall be escalated @5% per annum on cumulative basis.

(Authorized Signatory)

Name of the Designation/ Relationship of
The Authorized Signatory with the Bidder

Dated:.....

Place:

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU/ ICICI/ Axis/ HDFC Bank having its Branch office at Jaipur on non judicial stamp paper of 0.25% of BG amount subject to maximum of Rs.25000/-)

B.G _____ Dated _____

This Deed of Guarantee made between _____ a Bank, having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND The Rajasthan Small Industries Corporation Limited (RSIC) and registered under Indian companies Act,1956, having its registered office at Udyog Bhawan, Tilak Marg, Jaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the Corporation).

Whereas the Corporation having agreed to exempt M/s. _____ a Company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Bidder/operator) from the demand under the terms and conditions of letter of acceptance no. _____ dated _____ issued in favour of the Bidder/operator and agreement dated _____ entered into between RSIC and M/s. _____(Bidder/operator), hereinafter called 'the said letter of acceptance /agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by the said letter of acceptance /agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____(Rs. _____) being equivalent to _____% of Contract value of Rs. _____.

Now this deed witnessed that in consideration of said bank having agreed on the request of the Bidder/operator to stand as surety for payment of Rs. _____ as security deposit to the Corporation subject to the following conditions.

1. We, _____(Bank) do hereby undertake to pay to the Corporation as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said bidder/operator of any of the terms and/or conditions contained in the Letter of Acceptance /Agreement The decision of the Corporation, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Bidder/operator or any other person and irrespective of the fact whether any dispute is pending between the Corporation and the Bidder/operator before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Corporation by reason of any breach by the said bidder/operator of any of the terms and condition contained in the said Letter of Acceptance /agreement by reason of the said bidder/operator's failure to perform the covenants contained in said letter of acceptance /agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the Corporation certifies that the terms and the conditions of the said Letter of Acceptance /agreement have been fully and properly carried out by the said bidder/operator and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the Corporation shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Bidder/operator hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Bidder/operator and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by the Corporation and even before any legal or other proceedings taken against the bidder/operator. Any letter of demand delivered at the bank's above branch/divisional office or Jaipur branch office under the signatures of the Corporation's Managing Director or General Manager or Chief Accounts Officer shall deemed to be sufficient demand under this guarantee.
5. We _____(bank) further agree that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our

obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance /agreement or to extend time of performance by the said Bidder/operator from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Bidder/operator and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance /Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said bidder/operator or for any forbearance act, or omissions on the part of the Corporation or any indulgence of the Corporation to the said Bidder/operator or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the bidder/operator or ourselves or liquidation or winding up or dissolution or insolvency of the bidder/operator nor shall it be affected by any change in Corporation's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated Corporation or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Corporation holds/obtain any other security/guarantee/promissory note from any person and/or the bidder/operator and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Corporation in writing.
9. The bank has power to issue this guarantee in favour of the Corporation and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Jaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____.

DECLARATION BY THE BIDDER/OPERATOR

- 1 I/We do hereby confirm and declare that I/We have independently inspected Rajasthali Mall, Near Ajemri Gate, M.I. Road, Jaipur and ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 2 I/we has also ascertained all such other information, whether technical/commercial or otherwise.
- 3 I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
4. I/We do hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

(Authorised Signatory)

Place: -----

Name of the Designation/ Relationship
of the authorised Signatory with the
Bidder

AFFIDAVIT

Affidavit for PF declaration in support of tender (to be typed on non-judicial stamp paper of Rs. 50/-) for those who do not have the PF registration no.

I S/o aged
..... Years Resident of
.....

On behalf of the Bidder i.e. M/s

Hereby take oath and state as under:

1. That I/We have submitted a tender for
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above Bidder / bidder/operator).
4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent
(Authorized signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed. So help me god.

Deponent
(Authorised signatory)

Dated: -----

(Authorised Signatory)

Place: -----

Name of the Designation/ Relationship of
the authorised Signatory with the Bidder

Note: Original Notarized affidavit shall be sent to the office of General Manager, The Rajasthan Small Industries Corporation Ltd. (RSIC), Jaipur 302005 along with Tender fees, processing fees and EMD.

Annexure-“D”

Undertaking

(on non judicial stamp paper worth Rs.50/-)

Ref: RFP No.

Dated :

Name of Bidder.....
I.....S/o Shri.....aged..... Years,
resident of.....on behalf of the Bidder i.e.
M/s.....hereby undertake oath and
state as under:-

- (1) I / We are not having or had any litigation with the RSIC/any other Corporation in relation to the work. In case of litigation with RAJSICO or any other Corporation, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by any Government department/RSIC.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed proforma& no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (6) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.

Signature of Bidder (s)
(Authorised Signatory)
With seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of General Manager, The Rajasthan Small Industries Corporation Ltd. (RSIC), Jaipur 302005 along with Tender fees, processing fees and EMD.

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 anti competitive behaviour 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 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; 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/operator, 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 is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

The designation and address of the First Appellate Authority is –
Managing Director,
The Rajasthan Small Industries Corporation Ltd.,
Udyog Bhawan, Tilak Marg, C Scheme,
Jaipur-302005

The designation and address of the Second Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
MSME Department,
Government Secretariat,
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 thereunder, 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 Techno-commercial 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 Techno-commercial 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 endeavour to dispose it of within thirty days from the date of 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 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) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (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 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 document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents

and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No. of

Before the(first/second Appellate Authority)

1. Particular of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed 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 proposes 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. Ground of appeal :.....(Supported by an affidavit)
7. Prayer:
.....
Place
Date
Appellant's Signature