

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

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

Phone: 0141-5115760-63 Fax: 0141-5115766

Website: www.rajsico.gov.in * e-mail: rajsico@rajsico.in

**Rs.1000/-
(Non-refundable)**

TENDER FORM

- (i) Tender for License to operate retail outlet at.....
- (ii) Name & Postal Address of firm submitting tender
- (iii) Addressed to CMD, RSIC
- (iv) Reference NIT No. & its date
- (v) The tender fee Rs.....has been deposited
vide cash receipt No.....and
date.....
- (vi) We agree to abide by all the conditions mentioned in tender
notice No.dated.....issued by RSIC and
also the further conditions of the said tender notice given
in attached sheets(all the pages of which have been signed
by us in token of our acceptance of the terms mentioned
therein)
- (vii) The rates quoted by us are valid upto.....the period
can be extended with mutual agreement.
- (viii) Banker Cheque / DD No.drawn our(Name of
Bank)/ Cash receipt No.datefor
Rs.....to cover earnest money is enclosed.
- (ix) Details of Income Tax Clearance, Balance Sheet, Financial
Accounts, Attached documents, Income Tax, Sale Tax
returns of last tow years.

DECLARATION BY TENDERER

I / We declare that I am / we bonafide retailer / manufacturer / individual etc. in thebusiness nature for which I / We have tendered. I / We have not blacklisted by any authority.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken my / our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of the Tenderer

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD
(A Government of Rajasthan Undertaking)

Bid Document Cost: Rs 1000/-

Bid for Taking Space in Handicrafts Mall on licence for Restaurant & Food Court

Serial number assigned to the Bid Document:

Date of Sale/Issue:

Name of the applicant to whom the Document is sold/issued:

Full address of the applicant:

Signature of the Officer issuing Bid Document

Name:

Designation:

NOTES/INSTRUCTIONS:

- (i) The Bid Document is not transferable under any circumstance.
- (ii) The Bid is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. **none of the folios of the Bid Documents including the Annexes should be detached and retained by the Bidder**. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein **Financial Bid is to be submitted in a separate sealed envelope**
- (iii) Each folio of the Bid Documents shall be signed by Bidder or such person on his behalf as is legally authorised to sign for and on his behalf.
- (iv) Failure to comply with the conditions will render the Bid liable to be rejected.

Copy of Notice Inviting Bid

(Published in the (Name of the newspaper to be inserted at the time of issue)
dated—Rashtrdoot 23.2.13)

21022 A-23-2-13



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Phone: 0141-227267 Fax: 0141-5115766
website: www.rajsico.gov.in * e-mail: rajsico@rajasthan.gov.in

SPACE AVAILABLE FOR RESTAURANT & FOOD COURT

Rajasthali Handicrafts Mall on M.I.Road, Jaipur is a land mark tourist destination in the heart of the city. Offers are invited from top quality vendors for leasing out 3252.85 sq. feet (Carpet Area) for a restaurant on the 3rd Floor and 1679 sq.ft space is also available on the ground floor outside the hall near the Masjid for lease / rent a food court. Both are for a minimum period of 5 years.

For details of the project, bidding process and to download bid document visit our website www.rajsico.gov.in. The last date for bids submission is 1.00 p.m. of 18.3.2013 at the address given above. Interested parties may contact Incharge, Rajasthali (0141-5103329, 2372974) for site visit.

Chairman & Managing Director

1. BACKGROUND

1.1 About the Mall

As a landmark tourist destination, the Mall has been constructed for setting up retail outlets exclusively for handicrafts, handloom and khadi, jewellery, multi-cuisine restaurants, fast food jaunts and tourist related activities like money changers, travel agents, airlines, Book Store, Coffee House etc. only.

Parking space for four wheelers and two wheelers is available in the basement and on the ground floor. The building has a central atrium through which entry is provided to all the floors. There is provision for power backup, fire detection and fighting system, lifts etc. About 3252.85 sq ft carpet built-up area and space 1679 sq ft is also available for rent/lease of outside rajasthali showroom near masjid.

1.2 The Offer

Bids are invited from reputed retailers \ manufacturers \ individuals with financial and technical strength, for license to operate retail outlets at Handicrafts Mall, Ajmeri Gate, Jaipur demarcated in plan placed at Annexure-II of this document and details of which are given in the Table-1 on the next page.

Room No. 10 at Third Floor will be given only for running for restaurant.

RSIC reserve the right to allot space at reserve price to handicraft corporations of State(s) and Govt. of India. These PSUs are exempted from the general bidding process applicable for others and space shall be allotted to them on first come-first served basis. Details of available space by checking the RSIC website www.rajsico.gov.in.

RSIC will provide a bare shell structure with plain concrete floors and walls without internal finishing on "as is where is basis". Hence interested party are advised to visit the mall before tendering their bids.

Bids maybe submitted by Corporates / Retailer / Store Operators interested in operating at the sites (hereafter referred to as "prospective applicants / Bidders").

Interested parties may participate in the bid process as per the instructions given in this document.

1.3 Method of Disposal

The space shall be offered on licence for a period 60 months initially. Title will not be transferred to the licensee. The licensee shall be required to give interest free security deposit along with licence fee.

1.4 Eligibility Criteria

The applicant should have sound financial status, which should be reflected in the bid and supported by his financial accounts, balance sheet and income tax return etc.

The applicants are advised to visit the Mall before participating in the Bid on any working day from 11.00 am to 6 pm. RSIC reserves the right to accept or reject any application without assigning any reason. Past experience will be relevant consideration for accepting the offer.

2. BIDDING PROCEDURE

2.1 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 **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Bid.
- 2.1.2 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 conditions which may be added from time to time, acceptance of the Bid, and licence agreement.
- 2.1.3 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.
- 2.1.4 The term **GENERAL MANAGER** shall mean the executive officer of the Corporation designated as such.
- 2.1.5 The term **EVALUATION COMMITTEE** shall mean the committee constituted by RSIC to evaluate the Bids.
- 2.1.6 The term **MANAGER** shall mean executive officer in charge of the Handicrafts Mall.
- 2.1.7 The term **CHAIRMAN AND CHAIRMAN AND MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- 2.1.8 Words importing the singular only also will include the plural and *vice versa* where the context requires.

2.2 General Bidding Procedure

2.2.1 Study of Local Conditions

The Bidder is advised in his own interest to visit the site of Handicrafts Mall and acquaint himself with all local conditions, means of access etc.

2.2.2 Bid Documents

Each prospective Bidder shall, on application, be issued one set of non-transferable Bid Documents upon payment to RSIC of non-refundable fee of Rs 1000/- (Rs One Thousand only). The Tender Form & Documents can also be downloaded directly from RSIC's website www.rajsico.gov.in as per the specified instructions indicated therein for the same. The cost of the tender form so downloaded shall be payable as a separate Cash Receipt / DD drawn in favour of "The Rajasthan Small Industries Corporation Ltd.", Jaipur and the same should be enclosed alongwith the form at the time of submission of the tender by or before the due date.

2.3 Conditions governing Submission of Bids

2.3.1 Submission of Offers

RSIC requires that the offers in response to this call to Bid, complete in all respects, be submitted by 1.00 PM on 18.03.2013. The offers received after the 1.00 PM will not be considered.

If the last date fixed for receiving Bids in the office happens or is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. This explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.

2.3.2 Sealing and Marking of Offer

The Bid shall consist of two parts to be sealed and marked as under:

- a) Part 1 of the Bid offer superscribed as, "Documents in support of Eligibility" and sealed in a separate cover containing the documents prescribed in Clause 1.4.
- b) Part 2 of the Bid offer superscribed as, "Financial Offer" and sealed in a separate cover. **The Bid Document Set should be returned in original bearing signature of the Bidder on each page along with the offer.**
- c) Banker's cheque or Demand Draft drawn on a bank situated at Jaipur towards Earnest Money should be sealed in a separate cover and marked as "Earnest Money Deposit".
- d) All the above three packets should again be sealed in a single outer cover separately.

The inner and outer covers shall be addressed to:

"Chairman & Managing Director,
The Rajasthan Small Industries Corporation Ltd,
Udyog Bhawan, Tilak Marg,
Jaipur 302 005"

- i. The outer cover shall bear the following identification in bold letters
“Bid for taking space on licence ” and words
“Do not open before 3.00 PM hrs IST on 18.3.2013”
- ii. The outer and inner packets shall indicate the name and address of the Bidder to facilitate its return if the offer is received after the expiry of the appointed date and time for receiving the Bids.

e) **Note:**

(a) A bidder who needs only one room can bid for more than one room. For this, he need not give separate bids. He can indicate his choices in the financial bid. If he is not the highest bidder for the first preference he will be considered for second preference and so on. He needs to give earnest money for only one bid i.e. that is for the highest bid among his different choices.

(b) The financial Bids of only those Bidders who meet the criteria of eligibility and overall competence would be opened and considered. The authority inviting bid shall not be responsible for accidental opening of covers that are not properly superscribed and sealed.

2.3.3 Validity of Bids

Each Bid shall be considered to be a firm offer and further, that offer shall remain valid and open for a period of not less than 3 months from the last date of submission of Bids.

2.3.4 Confidentiality

Any material contained in Part 1 of the offer i.e. Documents in Support of Eligibility which is intended to be confidential must be marked as such by the Bidder. RSIC shall treat all such information as confidential and shall require that all who have access to such material treat it as such. RSIC shall not divulge any such information unless the Bidder authorises this in advance in writing.

2.3.5 Format and signing of the offer

a) The Bidder shall prepare and submit one complete set of the offer in English. The offers shall be filled in indelible ink and each page shall be signed by the Bidder himself or his authorised nominee. The Bids filled in prescribed performa issued from this office, duly authenticated by the competent authority The Tender Form & Documents can also be downloaded from RSIC's website www.rajsico.gov.in as per the specified instructions indicated therein for the same. The cost of the tender form so downloaded shall be payable as a separate Cash Receipt / DD drawn in favour of “The Rajasthan Small Industries Corporation Ltd.”, Jaipur which should be enclosed with the form at the time of submission of the tender by or before the due date. Tender complete in all respects will be considered.

b) Person or persons signing the Bid shall state in what capacity he or they are signing the Bid i.e. as a sole proprietor of a firm, or as a Secretary /

Manager / Director etc. of a body corporate. In the case of partnership firm, the names of all the partners should be disclosed and the Bid shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the Contract, including the Arbitration Clause. The original or an attested copy of the partnership deed shall be furnished along with the Bid. In case of a Limited Company (i) the name of the Directors shall be mentioned and (ii) it shall be certified that the person signing the Bid is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Bid. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family should sign the form and indicate his status below his signature.

- c) The person signing the Bid form or any document forming part of the Bid on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the Contract including the Arbitration Clause. If the person so signing the Bid, fails to produce the said power of attorney, his Bid shall be liable to summary rejection without prejudice to any other rights of the Corporation under the law. The 'Power of Attorney' should be signed by all the partners in the case of a Partnership concern and by the Proprietor in the case of a proprietary concern and by the person who by his signature can bind the company in the case of a Limited Company or a Co-operative Society. In case of Hindu Undivided Family the 'Power of Attorney' should be signed by the Karta who by his signature, can bind the HUF.
- d) The offer shall be free from any erasures and alterations, except those made pursuant to instructions issued by RSIC, or for correcting minor typographical errors which may inadvertently creep in while writing out the offer in the given format. Such corrections shall be signed by the person(s) signing the offer.
- e) The offer duly completed must be accompanied by supporting documents wherever required in the interest of uniform and objective evaluation of the offer.

2.3.6 Offer Preparation Costs

The Bidder shall bear all the costs associated with the preparation of the offer and its participation in the negotiation process. RSIC shall not be responsible or in any way liable for such cost, regardless of the outcome of the Bidding process.

2.3.7 Earnest Money Deposit

Each Bidder must submit, with its offer an Earnest Money Deposit as indicated below :

- Applied for area upto 500 Sq. feet. Rs. 25,000/-
- Applied for area more than 500 Sq.feet. Rs. 50,000/-
And upto 1000 Sq. feet
- Applied for area more than 1000 Sq.feet. Rs. 1,00,000/-

Earnest money will be deposited in the form of bankers cheque or demand draft payable to “The Rajasthan Small Industries Corporation Ltd” at Jaipur.

The earnest money in respect of those Bidders who are not taken as qualified on the basis of “Technical Qualifications” will be returned. In case of any discrepancy in the words and figures of the financial bid the higher of two shall be considered. The earnest money will be refunded to other unsuccessful Bidders as soon as possible after decision on Bidders and award of Contract to successful Bidder. For the successful Bidder, the earnest money deposited by him will be adjusted against security deposit. The EMD is liable to be forfeited as provided in Clause 4.4.1 and Clause 4.5.1. No interest will be payable on the amount of earnest money or security deposit in any case.

2.3.8 Opening of Offer

The Bids will be opened at 3.00 PM (IST) on 18.3.2013 in the presence of Bidders who choose to attend.

The financial Bids of only those Bidders would be opened and considered who meet the criteria of eligibility and overall competence. In case of any discrepancy in the words and figures of the financial bid, the higher of the two shall be considered.

2.3.10 Rejection of Bids

Offers submitted by bidder shall be rejected where the prospective Bidder or someone on behalf of such prospective Bidder directly or indirectly offers any monetary or other inducement to influence the members of the Evaluation Committee or any other authority with a view to securing the Contract, make false or misleading statements to influence RSIC in any way in the process of examination, clarification, evaluation and comparison of offers or questioning RSIC's decisions concerning the award of the Contract.

2.4 Evaluation of Offers

This section details the procedure for examination of the Bid offers and the eligibility and financial parameters for comparison and evaluation of the offers.

2.4.1 Evaluation of Technical Bids

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources, etc. Details of eligibility documents is given in Chapter 5. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

2.4.2 Evaluation of Financial Bids

In the second stage, the envelopes containing the financial Bids of the Bidders who have qualified shall be opened (in the presence of Bidders /or his authorised representatives who wish to be present). The financial offers shall be ranked on the basis of the highest license fee offered on it in Annex – 1 of this document. **The Corporation may resort to negotiations in case quoted, rates vary considerably, and considered much lower than the prevailing market rate.** In no case less than the reserve price.

If after the allotment process as prescribed above is over, vacant space is available in the Mall and there are qualified bidder, who were not successful in getting space in the Mall due to their financial bids not being the highest for the rooms for which they have offered bids, RSIC will be at liberty to conduct a limited on the spot bidding for allotment of vacant space to such qualified tenderers / bidders.

2.4.3 Non-Responsive Bids

RSIC reserves the right to reject any offer which is non-responsive. No request by/or on behalf of such Bidder for withdrawing or correcting the non-conforming deviation or reservation will be entertained. An offer shall be considered non-responsive for one or more of the following reasons:

- a) Received after the date and time specified for submission
- b) Not accompanied by Earnest Money Deposit as required under provisions of Clause 2.3.7
- c) Not as per formats specified in the Bid Documents
- d) Does not contain the required information as specified
- e) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents
- f) The Bid and supporting documents show significant variations and inconsistencies
- g) The Bid is incomplete or conditional
- h) The Bid does not meet the eligibility criteria.

2.4.4 Right to accept or reject Bids

Notwithstanding the foregoing stipulation, RSIC reserves the right to accept or reject any offer, to annul the Bid process and reject all offers, at any time prior to the signing of the Contract, without thereby incurring any liability to the rejected Bidders.

2.4.5 Irrevocability of Bid evaluation result

The evaluation result, as substantiated by the Evaluation Committee is irrevocable. The Bidders, when submitting their offers, implicitly agrees to abide by the Committee's decision and to refrain from any action in recourse. RSIC shall not enter into any discussion whatsoever on the criteria or modalities of the examination and evaluation of the Bid offers and ultimate selection of the successful Bidder.

Note:

- a) RSIC shall not entertain any communication from the bidder with respect to the bids from the date of submission to the date of acceptance. RSIC reserves the right to call for additional information / clarification from the applicants. The applicants should furnish such requirements within the time stipulated.
- b) No extension of any deadline will be granted on the basis or ground that RSIC have not responded to any query or question or not provided clarification.

TERMS AND CONDITIONS OF LICENCE

- 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 LICENCEE 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 60 months. That the LICENCEE will get the licence deed registered at his/her/their own expenses before obtaining the possession. On successful completion of the initial licence period of 60 months, the Corporation has the option to renew the licence as per agreed terms.
- 2) RSIC is not creating any right, title or interest of whatever nature in favour of the LICENCEE by granting the LICENCEE permission to occupy part of the said premises as above.
- 3) The LICENCEE shall pay to the agreed licence fee for the first year, which would increase by 10 % every year on compound basis. The said licence fee would be paid by the LICENCEE on or before 7th day of each respective calendar month in advance for that month without any delay.
- 4) In addition to licence fee, the LICENCEE shall pay to the Corporation monthly charges and other costs, charges and expenses of maintenance, repairs and other outgoings like electricity charges for common area, running cost of power back-up etc, every month on a bill submitted by the Corporation to the LICENCEE indicating the amount of contribution payable by him / it. At periodical intervals amount of contribution to be paid shall be determined in a reasonable manner, having due regard to the floor space of the portion used by the LICENCEE as compared to the total floor space of the Mall.
- 5) The LICENCEE shall also pay refundable interest free security deposit equivalent to the amount of six months LICENCE FEE by way of DD/Banker's cheque favouring The Rajasthan Small Industries Corporation payable at Jaipur within fifteen days of issue of allotment letter by the Corporation.
- 6) The LICENCEE shall pay all dues to the Corporation in time. In case payment of any amount is delayed, the LICENCEE would pay interest to the Corporation. Such interest would be paid @ 18% per annum.
- 7) The LICENCEE shall at his own expense and cost employ / engage suitable personnel for providing efficient service in respect of storage and sale of declared products.

- 8) That the LICENCEE shall appoint a Manager / Supervisor or he can do it himself whose scope of services shall be as follows:
- a) Adhere to the quality standards of the products sold.
 - 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) Employ and engage as their 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) Ensure that fire detection and suppression measures where installed inside his premises are kept in good working condition. The LICENCEE 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 in the use of these equipments. The fire officer / authorised personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer 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 licensor will be borne solely by the LICENCEE.
 - 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.
- 9) The LICENCEE shall indemnify RSIC against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENCEE part or on part of LICENCEE personnel or in respect of non observance of any statutory requirements or legal dues of any nature.
- 10) RSIC shall have no responsibility as regards LICENCEE employees and the employees shall be the employees of LICENCEE only and shall not be construed under any circumstances as employees of RSIC. LICENCEE shall indemnify RSIC against the claims made by LICENCEE' s employees against RSIC.
- 11) LICENCEE shall indemnify RSIC against any liability arising in connection with the employment of its personnel in the said premises by LICENCEE.
- 12) The LICENCEE shall bear and pay all utilities (electricity, water charges and telephone bills etc) consumed / utilised to the appropriate authorities from the date of possession being handed over to the LICENCEE.

- 13) If the LICENCEE vacate the space at any time during the initial licence period of three years, then the LICENCEE 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 LICENCEE and would surrender to the Lessor free of cost and the Lessor will forfeit the security deposit paid by the LICENCEE. For this purpose the LICENCEE 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 LICENCEE
- 14) The licensee shall be entitled to remove furniture, equipments, fittings, fixtures, communication equipments, computers, software, hardware subject to Clause (13) supra without damaging the Mall on successful completion of license agreement. After removal, the LICENCEE shall restore the premises in the original condition (normal wears and tear due to the passage of time accepted).
- 15) The licensee shall be entitled to install telephone line(s) with the permission of the RSIC, in the licenced premises, the bills for the consumption in respect of which shall exclusively be paid by licensee. The installation of such telephones and the documents, relating them will not entitle the LICENCEE and will not be used by him to claim ownership of the leased out premises in any manner.
- 16) 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 licensee.
- 17) The LICENCEE 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 LICENCEE and for the same LICENCEE shall fully keep the Corporation indemnified.
- 18) The LICENCEE shall not do or allow to be done anything whereby the interest of the Corporation in respect of the licenced premises are jeopardized and undertake not to put such rights into jeopardy or affect them prejudicially in any manner whatsoever.
- 19) The LICENCEE shall not transfer the benefits of the licence agreement in favour of any person(s), companies or entities or any third party whatsoever. The LICENCEE shall also handed 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.
- 20) In the event of the LICENCEE 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 licence agreement shall ipso facto get terminated forthwith, at the option of the Corporation and the licence period herein shall be deemed to have come to an end without any further notice, reference or recourse to the LICENCEE. However, the LICENCEE shall be bound to comply with the obligations under licence agreement.

- 21) The Corporation shall not be responsible or liable for any theft, loss, damage or destruction of any property of the LICENCEE in the licenced premises or in the Mall for any bodily injury to any person in the licenced premises or in the Mall from any cause whatsoever for the LICENCEE shall be fully responsible.
- 22) The LICENCEE shall not make any alterations to or in the stipulated space. The LICENCEE 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.
- 23) The LICENCEE 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 provided always that if such removal causes any damage to the stipulated space, the same will forthwith be made good by the LICENCEE or the cost of making good the same will be paid by the LICENCEE to the Corporation.
- 24) The LICENCEE 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 LICENCEE to carry out at the LICENCEE'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 LICENCEE 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 LICENCEE.
- 25) 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.
- 26) 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 LICENCEE shall on being required by the Corporation forthwith remove or cause to be removed the same from the stipulated space.
- 27) The LICENCEE shall not store or cause to be stored any hazardous, combustible or dangerous goods in the stipulated space.
- 28) The LICENCEE shall not hold or permit to be held an auction in the stipulated space without the prior written consent of the Corporation.

- 29) The LICENCEE 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.
- 30) During the subsistence of the licence agreement the LICENCEE 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 LICENCEE to carry out such changes and alterations in the décor, furniture and furnishing in the stipulated space, which the LICENCEE shall be bound to carry out at his own cost.
- 31) The LICENCEE 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.
- 32) The Corporation shall be entitled to call upon the LICENCEE to submit any member of its or his staff for medical examination by a doctor of the Corporation's choice and the LICENCEE shall be bound to forthwith comply with such requisitions, and the fees for such doctor shall be borne and paid exclusively by the LICENCEE.
- 33) The LICENCEE 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.
- 34) The Corporation shall have the right from time to time to frame rules and regulations, which shall be binding on the LICENCEE, for the general conduct of business in the stipulated space.
- 35) Forthwith upon the termination of licence agreement the LICENCEE shall without further notice vacate and shall deliver to RSIC vacant physical possession of the stipulated space and in default the Corporation's servants or other representatives shall be fully entitled to enter the same without being liable to damage or otherwise thereof and the entry of licensee may be prohibited.
- 36) If the LICENCEE fails to vacate the property within a grace period of 30 days of the termination of the agreement, the LICENCEE shall be deemed to be an unauthorised occupant in the said premises and shall be liable to pay a fee @ Rs 2000/-per sq feet of carpet area per day for any period of occupation beyond that date along with the license fee due.
- 37) The licence agreement does not constitute any right of tenancy in favour of the LICENCEE further the LICENCEE shall not create or purport to create any rights or to grant or purport to grant any other rights whatsoever in favour of a third person or persons.

- 38) The relationship between RSIC and LICENCEE 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.
- 39) Subject to all the provisions herein contained the Corporation shall keep or cause to be kept the common entrance doorways staircases, landings, lobbies and passages leading to the stipulated space well and sufficiently clean and lighted and in good and substantial repair order and condition.
- 40) Subject to the provisions of the next clause, the Corporation shall provide or cause to be provided the following services with regard to the stipulated space:
- a) Cleaning and keeping in neat and tidy conditions, common passages, lobbies and entrances around the stipulated space
 - b) Looking after and attending to the electricity, water and sanitary fittings and plumbing requirements in the common passages, lobbies and entrance around the stipulated space.
 - c) Providing a few watch and ward services for the shopping area, provided that the Corporation shall not in any way be responsible in case of any theft, pilferage or loss:
- 41) The services to be rendered by the Corporation as stipulated in the preceding clause shall be subject to the following:
- a) The Corporation's right to temporarily cut off and shut off the air-conditioning and telephone service after giving not less than 24 hours previous written notice for the purpose of altering, repairing, servicing or overhauling any apparatus, machine, plant or telephone installations.
 - b) The Corporation shall at all reasonable times be entitled to inspect and test any equipment installed in the stipulated space for supply of central air-conditioning and telephone service
 - c) The Corporation shall not be in any way responsible if the services hereinbefore mentioned can not be rendered due to any reason beyond the control of the Corporation or the contractor who may have agreed to procure or render the aforesaid services.
- 42) The LICENCEE shall have in common with the other users permission, use the common portions such as entrances, passages and stairways as are specifically designated by the Corporation from time to time.
- 43) The Licence 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.

GENERAL CONDITIONS

4.1 Postal Address for Communication

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.

4.2 Acceptance of Bid

4.2.1 The authority for acceptance of the Bid documents and Financial Bid will rest with the Competent Authority of the Corporation who does not bind himself to accept the highest or any other Bid, nor does he undertake to assign reasons for his decision in this matter.

4.2.2 Acceptance of the Bid will be communicated by fax / telegram / letter/e-mail which would be deemed to conclude the Contract.

4.2.3 The Bid documents in which the Bid is submitted by a Bidder shall become the property of RSIC and RSIC shall have no obligation to return the same to the Bidder.

4.2.4 Canvassing in connection with the Bid is strictly prohibited and the Bid submitted by the Bidder who resorts to canvassing will be liable for rejection.

4.3 Execution of Contract Document

The Bidder whose Bid is accepted shall be required to appear at the Corporate Office of RSIC in person or, if the Bidder is a firm, company or a corporation, a duly authorised representative shall so appear and execute the Contract documents within fifteen days of the date of issue of communication from RSIC. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the Bid.

4.4 Earnest Money

4.4.1 The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:

a) When the Bidder withdraws or modifies the offer after opening of the Bid but before acceptance of the Bid.

b) When the Bidder does not execute the agreement within the specified period.

c) When the Bidder does not deposit the security amount deposit on award of the contract.

4.4.2 No interest will be payable on the Earnest Money/ Security Deposit in any case.

4.5 Security Deposit License

- 4.5.1 The successful Bidder shall furnish a Security Deposit equivalent to six-month LICENCE FEE within fifteen 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 bank draft/banker cheque, drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The Earnest Money of successful bidder will be adjusted against the Security Deposit.
- 4.5.2 If the successful Bidder had previously held any licenser 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.
- 4.5.3 Any amount of dues of the Corporation standing against the licenser 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.
- 4.5.4 The Security Deposit may be forfeited if the successful Bidder forecloses the license before the expiry of the Period of License 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 License or for any other reason by which he renders himself a *persona non grata* for the Corporation.
- 4.5.5 The Security Deposit shall be refunded to the Bidder six months after the successful completion of the License 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.
- 4.5.6 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.

4.6 Period of Contract

- 4.6.1 At the initial stage, the License shall be for a minimum period of 60 months, from the date of issue of allotment letter by the Corporation, extendable for next 3 years at a time, as may be mutually agreed.
- 4.6.2 License period may be extended further as agreed mutually.
- 4.6.3 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.

4.7 Liability for Loss or Damage to the Property of RSIC

- 4.7.1 The licensor 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.
- 4.7.2 The amount of damage will be deposited by the licensor immediately. The decision of Chairman and Managing Director shall be final and binding on the licensor in this regard.

4.8 Termination of License

- 4.8.1 The License shall terminate in the following cases:
- a) On the expiry of its time period, unless renewed in a proper manner.
 - b) If the licensor has been declared insolvent, or has gone into liquidation or wound up his business.
 - c) If licensor is found guilty of gross misconduct, malpractice or misbehaviour.
 - d) In case of continuous breach of the terms and conditions of the license.
 - e) In the interest of the Corporation.
 - f) For any other reason mentioned in the terms and conditions as specified in the license agreement.
- 4.8.2 In case of Sub-Clause (a), (b), (c) of Clause 4.8.1, the license will terminate summarily and no notice shall be required. In case of Sub-Clause (d) and (e) of Clause 4.8.1, a short 7-day notice shall be given. In all other cases the Corporation shall give a 30-day notice. In case the license terminates on account of any default on the part of licensor his Security Money Deposit will be forfeited without prejudice any other right.
- 4.8.3 The termination of the license 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 licensor in respect of any breach of any of the conditions of the agreement prior to its termination.

4.9 Arbitration

- 4.9.1 All disputes and differences arising out of or in any way concerning this License, shall be referred to the Managing Director himself / herself or his / her nominees for sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he / she has dealt with the matters to which the License relates in the course of his / her duties. As such arbitration by The Chairman & Managing Director shall be final and binding on the licensor. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, retirement from services, suspension or for any other reason whatsoever, the Managing Director shall nominate another person to take over his function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitrator shall give reasons for the award.

4.9.2 Any demand for arbitration in respect of any claim(s) / disputes of the licensee shall be in writing and made within a period of three months from the date of accrual of cause of action failing which the claim(s) / disputes of the licensee shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liability under the deed.

4.9.3 The venue of arbitration shall be Jaipur.

4.9.4 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause. The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

4.10 Notice etc

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Chairman and Managing Director shall be issued or taken on his behalf by the Manager. The licensor shall furnish the names, designation and address of his authorised representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the licensor if delivered to him or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary postal cover or on the day on which they were delivered or left.

4.11 General

4.11.1 Any other matter not covered anywhere in these terms and conditions shall be decided by making a reference to the Chairman and Managing Director and his decision shall be final in this respect.

4.11.2 Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the Chairman and Managing Director whose decision in the matter shall be final and binding.

4.11.3 In case of any typographical or grammatical error, lapse or ambiguity, the interpretation most commonly understood or best suited to the Corporation shall be applied.

4.11.4 If it is necessary to institute any legal proceedings by any of the parties (the Corporation or the Licensor) the same shall have to be lodged in a court situated at Jaipur, Rajasthan, and not elsewhere.

All terms and conditions contained in page 1 to 23 along with their sub-paras have been read carefully, understood and accepted.

5. CONTENTS OF THE BID

The Bid is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. **none of the folios of the Bid Documents including the Annexure should be detached and retained by the Bidder**. Each folio of the Bid Documents shall be signed by the Bidder or such person on his behalf as is legally authorised to sign for and on his behalf.

5.1 The Bidder should carefully examine the following requirement. He should truthfully furnish the information, documents and certificates in **Cover No.1(Technical Bid), superscribed “Documents in support of Eligibility”** for determining technical competency of the Bidder to execute the license. Furnishing wrong or false information, documents or certificates shall render the Bidder ineligible and his EMD forfeited. RSIC will also be at liberty to initiate legal action.

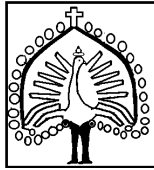
5.1.1 The Bidder shall provide the following information regarding his firm:

- a) Corporate domicile, address for communication place and date of incorporation and copies of the Memorandum and Articles of Association (Partnership Deed in case of partnership concern).
- b) Summary of the primary business activities.
- c) Profile (qualifications/experience) of key senior executives.

5.1.2 In order to facilitate and in the interest of objective assessment of the financial standing of the Bidder, copies of audited financial statements for the last three years should be submitted. This will include Balance Sheets, Income and Expenditure statements, cash flow statements and the corresponding exhibits and Auditors' notes.

5.1.3 The Bidder will also provide a note as regards his financial standing.

- 5.1.4 The Bidder must furnish the following documents/certificates along with the Bid:
- a) A certificate from the Bankers about financial status and credibility showing the solvency position for at least Rs. 10 lacs, But Bidder quoting bid for restaurant will required to furnish solvency certificate of Rs.25 lacs.
 - b) Constitution of the firm, if the Bidder is not a sole proprietary concern, for partnership firm a copy of the partnership deed, for a registered company, its Memorandum and Articles of Association.
 - c) Latest Income Tax Clearance Certificate and VAT clearance certificate or its copy attested by a gazetted officer / notary.
 - d) The annual gross turnover of the company/firm for the last three years certified by a Chartered Accountant.
- 5.3 The Bidder shall fill in his financial offer in the format at Annex 1 and enclose it in **Cover No. 2 superscribed "Financial Bid"**.
- 5.4 The Bidder shall enclose a banker's cheque or demand draft towards Earnest Money sealed in a separate cover marked as "Earnest Money Deposit".
- 5.5 All the above three packets should again be sealed in a single outer cover.
- 5.6 The inner and outer covers shall be addressed and marked as per Clause 2.3.2.



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
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Website: www.rajsico.gov.in * e-mail: rajsico@rajsico.in

Annexure - 2

TECHNICAL BID
BID FOR TAKEN ON RENT / LEASE IN HANDICRAFT
MALL ON LICENSE FOR RESTAURANT AND FOOD-
COURT

1. 1. Name Of Bidder
2. Postal Address

- Telephone No.
- Fax No.
- Mobile No.
- E-mail

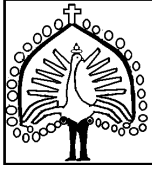
3. The Bidder should furnish following details in full along with supporting documents. Please state details of EMD paid.

DD/Bankers Cheque / Pay Order No.	Date	Amount	Name Of Bank	Branch City / Home

4.
 - a. Solvency Certificate of Rs. Fifteen Lacs is to be attached (not older of preceding 3 months) of a scheduled Bank situated at Jaipur .
 - b. A copy of three years Balance Sheet & Annual Accounts duly certified by Chartered Accountant is to be attached.
5. **Constitution of the firm:-** If the bidder is not sole proprietary concern
 - a. for partnership firm :- a copy of the partnership deed
 - b. for a registered company :- its memorandum and article of association
6. State whether all Technical & Financial terms & condition are acceptable to you.
7. Documents with regards to experience running of restaurant and food court. Preference will be given to those who has been running such type of restaurant / Food Court in Govt. / Corporation.
8. Income Tax Certificate and VAT Clearance Certificate of last 3 preceding years or its copy attested by a Gazetted officers

Note:

1. Please Note that the offer of Bidder will be liable for rejection, if the above information is not furnished in full and does not satisfy the minimum experience criteria for such.
2. Attached copies of performance certificate and other certificates / documents as required in the tender documents should be attached. The same will not be returned.
3. Bid documents including the financial bid are to be submitted in a separate envelope.
4. The bid documents set should be returned in original with bearing signature of the bidder on each page along with the offer.



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ANNEXURE -3

FINANCIAL BID
BID FOR TAKEN ON LEASE/RENT IN HANDICRAFT MALL ON LICENSE FOR RESTAURANT
AND FOOD-COURT

S.No.	Floor	Vacant Space	Carpet Area (in sq. ft.)	Earmarked No.	Please Indicate Space Preference as per Earmarked No.	Rent Quoted (Per Month)
1.	Third Floor	Space for Restaurant	3252.85	10		
2.	-	Food-Court space outside of Rajasthali Showroom Near Masjid.	1679.00	-		

Note:

1. Bid documents including the Financial Bid is to be submitted in a separate envelope.
2. The Bid documents set should be returned in original with bearing signature of the Bidder on each page along with the offer.
3. Carpet area indicated is nearest to approximation; exact area to be measured and verified before finalization of the rent/lease deed.