TENDER FORM
FOR RUNNING OF RESTAURANT & SNACKS COUNTER AT
PRAGATI MAIDAN
NEW DELHI FOR IITF-2015

DUE DATE & TIME: 19-10-2015
UPTO 11:00 AM

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005
Phone: 0141-2227267  Fax: 0141-5115766
CIN U91110RJ196ISGC001118

RAJASTHAN PAVILION
PRAGATI MAIDAN
NEW DELHI
Ph: 011-23371354
Web site : www.rajsico.gov.in  e-mail : rajsico@rajasthan.gov.in
Technical Bid

TENDER FOR RUNNING OF RESTAURANT & SNACKS COUNTER AT PRAGATI MAIDAN, NEW DELHI FOR IITF- 2015 (14-27 NOV. 2015)

1. Name of Agency & Address : ________________________________
   __________________________________________________________
   __________________________________________________________
   Phone No. : _______________________________________________
   Fax No. : _________________________________________________
   E-MAIL : __________________________________________________

2. Ref. NIT Date : ____________________________________________

3. Food/Catering License No. and date (issued by local authorities) 
   __________________________________________________________

4. Past performance and experience for undertaking similar job (enclose supporting documents.)
   __________________________________________________________

5. Latest valid Income Tax clearance certificate (enclose copy).
   __________________________________________________________

6. Latest valid Sales Tax Clearance Certificate (enclose copy)
   __________________________________________________________

7. Copy of Balance Sheet for last 3 years for proof of financial capability.
   __________________________________________________________

SIGNATURE OF TENDERER
8. Earnest Money deposited Rs. 50,000/- (Rupees Fifty Thousand) vide DD/Pay Order No.…………….dated……………drawn on ……………………….The offer will not be considered without deposit of earnest money with the Corporation. The earnest money shall be deposited/submitted in a separate envelope superscribing “Earnest Money for Tender due on 09/10/2015 for running of Restaurant / Snacks Counter at Pragati Maidan, New Delhi.”

9. **Bidding Process:** Tender should be submitted in 3 envelopes as follows:

   1. DD for Earnest Money. Envelope should be superscribed as “Earnest Money for Running of Restaurant due on 09/10/2015.”
   2. Technical Bid Envelope should superscribed as "Technical Bid for Running of Restaurant and Snacks Counter at Pragati Maidan, New Delhi."  
   3. Financial Bid (‘G’ Schedule)- Envelope should superscribed as “Financial Bid for Running of Restaurant at Pragati Maidan, New Delhi”. 
   4. All three envelopes should be submitted and sealed in a separate envelope superscribing “Tender for running of Restaurant and Snacks Counter at Pragati Maidan, New Delhi”.

10. **Eligibility:**

    a) Tenderer/Agency must having a valid license for food and catering services issued by local authorities.
    b) Tenderer should have food establishments in Jaipur or anywhere in Rajasthan.(Enclose copy of photo id and address proof)

11. We agree to abide by all the general terms and conditions as mentioned in the attached sheets, all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein.

12. The space rent quoted by the agency shall be valid from 10\textsuperscript{th} November to 30\textsuperscript{th} November, 2015.


   NAME, SIGNATURE WITH SEAL

   Place: -………………………….
   Date: -………………………….
ANNEXURE ‘A’

GENERAL TERMS & CONDITIONS

1. The agency should visit the proposed site at Pragati Maidan, New Delhi and submit their offer keeping in mind the space available for running of Restaurant & Snacks Counter. Offer form shall be filled in ink or typed. Rates shall be written both in words and figures. There should be no correction and / or overwriting. The correction, if any, should be made clearly and initialed with date.

2. Tender form is not transferable and it can be submitted on downloaded tender form with the requisite file.

3. Agency has to submit Demand Draft /Banker’s Cheque of Rs. 50,000/- (Rupees Fifty Thousand) as Earnest Money in favour of The Rajasthan Small Industries Corporation Limited, Jaipur. The State Government Undertaking/Corporation(s) are exempted from the payment of Earnest Money.

4. Earnest Money of the successful tenderer will be converted into security money.

5. Successful agency has to deposit advance 50% of the contract value within 7 days of issue of work order failing which the offer may be treated as cancelled & EMD forfeited and offer will be given to next bidder. No interest charges shall be paid by the Corporation on amount of Earnest Money and advance deposit. The earnest money / Advance deposit/ Security Money lying with the Corporation in respect of other offers, awaiting approval or rejected or on account of contract being completed will not be adjusted towards earnest money/security money for the fresh offer. The earnest money may however, be taken into consideration, in case offer is re-invited. Balance 50% will be paid at the time of handing over the space by RSIC on 10th November, 2015.

6. Successful agency has to execute an agreement on stamp paper of Rs.100/- with the Corporation within the time period specified in the acceptance/work order of the Corporation.

7. Successful agency will have to run the restaurant & snacks counter as per requirement of the Corporation. The Corporation retains the right to award contract to different agencies and delete or amend any item as per requirements.

8. The Corporation reserves the right to accept or reject any offer without assigning any reason whatsoever.

SIGNATURE OF TENDERER
9. **Refund of Earnest Money/Security Deposit:** The earnest money of unsuccessful parties shall be refunded soon after final acceptance of the offer as per procedure in vogue. The security money shall be refunded within one month after the expiry of contract of satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever later and after being satisfied that there are no dues against the agency.

10. **Forfeiture of Earnest Money:** The earnest money will be forfeited in the following cases:

i) When agency withdraws or modifies the offer after opening of the offer but before the acceptance of offer.

ii) When the agency does not execute the agreement, if any prescribed within the specified time.

iii) When the agency does not deposit the security money after the order is given.

iv) When the agency fails to execute the order within the time prescribed.

11. **Forfeiture of Security Deposit:** Security amount in full or part may be forfeited in the following cases:

(a) When any terms and condition of the contract is breached/avoided.

(b) When the agency fails to execute work satisfactorily.

(c) The decision of the Managing Director. The Rajasthan Small Industries Corporation Limited in this regard shall be final and binding on the agency.

12. The agency shall furnish the following documents along with the Tender:

(i) Attested copy of partnership deed in case of partnership concern/firm.

(ii) Registration No. and year of registration (in case partnership firm, registered with Registrar of firms).

(iii) Address of residence and office, telephone number in case of sole proprietorship.

(iv) Attested copy of Registration Certificate issued by the Registrar of Companies in case of Company.

(v) Attested copy of PAN of Proprietor / Partnership firm/Company.

(vi) Running food establishments in Jaipur or anywhere in Rajasthan is must for which documentary evidence will be submitted along with tender.

**SIGNATURE OF TENDERER**
13. If any agency imposes conditions, which is in addition to or in conflict with the condition mentioned herein, his offer is liable to summary rejection. In any case none of such condition will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of offer issued by the Corporation.

14. The Corporation reserves the right to accept any offer not necessarily the highest, reject any offer without assigning any reason and accept offer for all or any one.

15. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms and conditions, the decision of Managing Director, The Rajasthan Small Industries Corporation Limited will be final and binding. All disputes will be first handled at the level of Director, Rajasthan Pavilion and refer to Managing Director, The Rajasthan Small Inquisitress Corporation Limited only for final decision.

16. All legal proceedings, if necessary arise to institute may be by any of the parties (Corporation or Agency) shall have to be lodged in Courts situated in Jaipur (Rajasthan) and not elsewhere.

Place:
Date:

SIGNATURE WITH SEAL
AGREEMENT

1. This agreement is made this ....................... day of ......................... 2015 between The Rajasthan Small Industries Corporation Limited, Udyog Bhawan, Tilak Marg, 'C' Scheme, Jaipur hereinafter the context so admits be deemed to include his heirs, successors, executors and administrators on the one part and through its proprietors/partners Shri.........................resident of .................. Hereinafter called the “AGENCY” which expression shall where the context so admits be deemed to include his successors in office and assigns on the other part.

2. That the CORPORATION issued an advertisement for running of Restaurant & Snacks Counter and approved the offer of other part and confirmed in writing for running of Restaurant & snacks counter at Pragati Maidan, New Delhi during IITF-2015 scheduled from November 14-27, 2015.

Now, therefore, this agreement witness and the parties hereby mutually agree to as follows: -

(a) The Agency shall run the Restaurant and Snack Counter as per terms & conditions of the tender of the Corporation against deposit of Rs. ............... Lacs with the Corporation as Licence fees. The amount of License fees shall be non-refundable.

(b) The agency will sale a variety of items of Rajasthani Cuisine on the rates approved by the Corporation and displayed for public information prominently. The cooking has to be done only in the Kitchen provided.

(c) The agency will adhere all rules & regulations of Delhi Administration and India Trade Promotion Organization. The State tax collected from the customers will be deposited with respective authorities. In case of breach of any rules & regulations of ITPO, State/Central government, the agency will be solely responsible. They would make the payment towards penalty charges, if any, without any reservations. It will be responsibility of the Agency to have all the necessary permissions in this regard.

In case of receipt of any directives from India Trade Promotion Organization and or State/Central government to stop the sale of Food items during the fair, the necessary compliance will be done by the approved agency without claiming any compensation charges from the Corporation.

SIGNATURE OF TENDERER
(d) The arrangements for furniture, cooking gas, and water & electricity will be made by the approved agency at their own cost. The general maintenance, sweeping & cleaning at Canteen & Kitchen will be the responsibility of the agency. In case of unhygienic conditions found during the fair, the contract can be terminated by the Corporation without any prior notice at the risk & cost of the agency.

(e) That any dispute or differences arising out of this agreement with regard to interpretation/implementation of any of its terms & conditions or otherwise shall be referred for the sole arbitration to the nominee of the Managing Director of the Corporation and sole arbitration of the nomination of the Managing Director of the Corporation knowing well that the Managing Director has interest in the affairs of the Corporation as its Managing Director.

(f) Only the Courts situated at Jaipur (Rajasthan) shall have jurisdiction in respect of any case regarding disputes and differences arising out of this agreement including its implementation and interpretation.

(g) All the terms and conditions of the tender of the Corporation shall also be deemed to be a part of this agreement as attested hereto.

In witness where of Company Secretary on behalf of The Rajasthan Small Industries Corporation Ltd. and Shri …………………….. on behalf of M/s. ………………………………………………………………… have signed this agreement on the date and year herein above mentioned.

For and on behalf of the AGENCY: For and on behalf of The RSIC Ltd.

Witness

1. 

2. 

SIGNATURE OF TENDERER
‘G’-Schedule

(Financial Bid)

(1) IITF is a multi-product fair organized by the ITPO each year. The State Government of Rajasthan has a permanent pavilion with a permanent structure on it, which can be inspected on any working day at Pragati Maidan.

(2) The food stall will be available at Food Court specially created for State cuisine restaurant in Pragati Maidan, for IITF-2015 by ITPO.

(3) The restaurant and the Snacks Counter (Canteen) will sell a variety of items mainly of Rajasthani cuisine. A suggestive list of these items is available with this detailed tender document. For the restaurant/snacks counter (Canteen) the maximum retail price would be approved by the Corporation. The item-wise Price-List of the tenderer/agency will be submitted alongwith offer for fixation of rates. The approved Price List will be prominently displayed at the food counter and other places for public information. The canteen will be allowed to sell only items of Rajasthani cuisines.

(4) The successful tenderer/approved agency will adhere all rules & regulations of Delhi Administration and India Trade Promotion Organization. The tax collected from the customers will be deposited with respective authorities. In case of breach of any rules & regulations of ITPO, State/Central Government, the agency will be sole responsible. They would make the payment towards penalty charges, if any, without any reservations.

In case receipt of any directives from India Trade Promotion Organization or State/Central Government to stop the sales of Food items during the fair, the necessary compliance will be done by the approved agency without claiming any compensation charges from the Corporations.

(5) In case of sales suffered due to rains, acts of God and unforeseen circumstances, no compensation will be claimed by the approved agency from the Corporation.

SIGNATURE OF TENDERER
(6) The Space rent for temporary use of space reserved for restaurant, canteen & kitchen for the fair period will be deposited in RSIC in advance. The site will be cleared immediately after the fair is over in good condition.

(7) Approved agency will pay the Electric, Cooking gas, and Water consumption bill of ITPO in addition to space rent. The general maintenance, sweeping & cleaning will be the responsibility of the approved agency. In case of unhygienic conditions formed during the fair, the contract can be terminated by the Corporation without any prior notice at the risk & cost of the approved agency.

(8) Any encroachment or occupation of extra space will lead eviction and confiscation of encroachment material.

(9) The tenderer/agency should have a valid license for food and catering services issued by local authorities before start of catering. The decision of Managing Director, The Rajasthan Small Industries Corporation Ltd., Jaipur shall be final and binding on the tenderer.

We hereby agree with the terms & conditions mentioned in ‘G’-Schedule, NIT and General terms & conditions of the tender as per Annexure-‘A’.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Licence Fee for Running of Restaurant &amp; Snacks Counter (Canteen) &amp; Kitchen at Food Court No.2 Small Shop</td>
<td>:</td>
</tr>
<tr>
<td>2.</td>
<td>Licence fee for Big food outlets with kitchen and cooking facility other than Food Court No.2 at Pragati Maidan, New Delhi, if allotted</td>
<td>:</td>
</tr>
<tr>
<td>3.</td>
<td>Licence fee for Big food outlet without cooking facility other than above at Pragati Maidan, New Delhi in Rajasthan Pavilion</td>
<td>:</td>
</tr>
</tbody>
</table>

The suggested Price-List of items of Rajasthani Cuisine is enclosed for approval in the prescribed Proforma (Annexure ‘B’)

SIGNATURE OF THE TENDERER
WITH SEAL

Place:
Date:
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Unit Rate/Unit (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>RAJASTHANI THALI (DELUXE)</strong></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>DAL, BAFLA BATI, STUFFED BATI, CHOORMA (BESAN, WHEAT &amp; BAJRA), BESAN GATTA, KADI, STEAMED RICE, GREEN CHILLI TAPORE</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>RAJASTHANI THALI (ORDINARY)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>RAJASTHANI THALI (A)</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>RAJASTHANI THALI (B)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>RAJASTHANI FAST FOOD</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>KADI-CHAWAL SMALL BEASON PAKORI (BHUIJIYA), 2 TYPES OF CHATANY</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>POORI-ALOO SABJI WITH KHEER OR GULAB JAMUN OR MALPUA</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>STUFFED DAL-KACHORI (POORI) AND ALOO SABJI WITH MALPUA</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>RAJ KACHORI</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>JODHPURI PYAZ KACHORI</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>JODHPURI MIRCHI BAD</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>SWEETS</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>MOONG KI DAL KA HALWA</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>GHEWAR</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>PHENI</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>GULAB JAMUN</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>ALWAR KA MASA</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>BIKANERI RASGULLA</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>JODHPURI MAVA KACHORI</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>BALU SHAI</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>DRINKS</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>TEA / COFFEE</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>COLD DRINK</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>MINERAL WATER</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>MENTION OTHER ITEMS, IF ANY</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER